

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Dollars, U.S.		

Universal Service Contract 04

FP-EPA - Funding for ocean and intermodal transportation services for all DoD shippers worldwide (container/breakbulk) for one year base period performance 01Mar03 thru 29Feb04.

PURCHASE REQUEST NUMBER w81gye21376000

 NET AMT

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0002		1.00	Dollars, U.S.		

Universal Service Contract 04

FP-EPA - Funding for ocean and intermodal transportation services for all DoD shippers worldwide (container/breakbulk) for one option period of performance 01Mar04 thru 28Feb05.

 NET AMT

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.212-5 Alt I	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (May 2002) Alternate I	FEB 2000
52.216-27	Single or Multiple Awards	OCT 1995
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.247-5001	European Union Restrictions Involving Non-Manufactured Wood Packaging and Pallets	SEP 2001

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.212-7000	Offeror Representations and Certifications- Commercial Items	NOV 1995
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.242-7000	Postaward Conference	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

~~CLAUSES INCORPORATED BY FULL TEXT~~

Provisions:

Regulatory Compliance

The carrier must comply with regulations of the Federal Maritime Commission and the ~~Service~~ surface Transportation Board, Department of Transportation and/or other governmental organizations, including local regulations at origin, destination and in-transit as may be applicable for service to the Government in carriage of cargo as set forth in this solicitation.

1. Bunker Adjustment Factor (BAF)

A. An allowance for fluctuations in marine fuel prices shall be paid to the contractors or to the Government in accordance with the following:

(1) The allowance shall be paid per freight payable unit of cargo. For containerized goods these units are twenty foot and forty foot containers. For breakbulk cargo they are measurement tons. The compensation per freight payable unit will be derived by multiplying the appropriate technical factors from Tables 1 ~~and~~ 2 times the one-month average fuel price and dividing by the baseline fuel price. The Bunker Adjustment Factors is zero unless the one-month average fuel price is 20% higher or 20% lower than the baseline average fuel price. No bunker adjustment is payable on the routes not included in Table 1.

(2) The base period for this contract is the thirteen week period immediately preceding the due date for initial proposals. Should the option to extend the contract be exercised, the base period for the option period will be the thirteen week period immediately preceding the due date for proposals for the option period.

(3) BAF shall be calculated using Norfolk (ex-wharf) prices except for routes below that shall use Los Angeles (ex-wharf) prices:

US West Coast to Far East
Hawaii - Far East
Hawaii - Kwajalein
US West Coast - Oceania

(4) A one month average fuel price will be computed by MTMC for Los Angeles and Norfolk. The one-month average price will be calculated from the 16th of the month to the 15th of the next month and will apply to shipments booked for sailings in the following month. Example: The average fuel prices for calculation of BAF charges for March will be calculated from the average of bunker quotes published from 16 January through 15 February, inclusive.

(5) -The scheduled month the vessel departs at the load port at the time of booking shall determine the month for calculation of BAF charges.

(6) For Norfolk and Los Angeles ports separately, the daily high and low quotes for Heavy Oil and Marine Diesel from the "Bunkerdesk" published by Petromedia Limited, London will be averaged to produce the average quote for each type of fuel for the day. These prices are quoted in metric tons and shall be converted to barrels by dividing by 6.55. The Heavy Fuel Oil and Marine Diesel Oil average quotes will then be averaged to calculate the daily average fuel prices for Norfolk and Los Angeles. Prices for bunkers on weekends/holidays or other days that Bunkerdesk is not published or otherwise not available will not be included in the calculation.

(7) MTMC will monitor these prices and calculate and post Bunker Adjustment factors to the MTMC web site.

B. Payment procedures.

(1) ~~4~~ For shipments paid using PowerTrack/US Bank: The BAF will be fixed at the time of booking and will be based on the date the booked vessel is scheduled to sail. When BAF is payable, shippers will include the applicable BAF amount (plus or minus) to all shipments paid to the carrier via their own documentation and payment system at the time that the original transactions are sent to PowerTrack. Carriers using the invoice PowerTrack procedure will include the applicable BAF amount (plus or minus) in their invoice.

(2) All other:

Contractors are responsible for indicating on their shipment invoice whether a fuel payment is due them, whether no fuel payment is to be made or whether a fuel payment is due MTMC. If a fuel payment is due the contractor or MTMC, the contractor must compute the value of the payment (or credit) and indicate this on the shipment invoice. If there is no fuel payment, the contractor shall indicate on the invoice "No Fuel Adjustment". BAF for authorized agent shipments will be paid using this process.

C. The fuel adjustment applies to contractor purchases of fuel from normal commercial suppliers and does not apply when fuel has been provided or subsidized by the U.S. Government or foreign Governments.

1. The technical factors and their freight payable units are shown in Table 1

TABLE 1. TECHNICAL FACTORS

Payable Unit	Factor
<u>For Route 01</u>	
20 foot container	4.35
40 foot container	7.25
Breakbulk	0.12
<u>For Route 05</u>	
20 foot container	2.88
40 foot container	4.80
Breakbulk	0.07
<u>For Route 06A</u>	
20 foot container	5.55
40 foot container	9.25
Breakbulk	0.16

2. For other Routes the factor is determined within mileage based zones. Table 2 shows these factors

TABLE 2. MILEAGE BASED FACTOR

Routes	20'	40'	BB	BAF	BAF	BAF
61 Guam-Korea, 61 Guam-Okinawa, 61 Guam-Manila, 61 Guam Japan, 39 and 43			2.1	3.5	.07	
79 Hawaii - Kwajalein, 61 Guam-Singapore 61 Guam-Thailand and 32			4.2	7.0	.13	

54D, West Coast to Kwajalein, 06B, 06C, 10, 11, 12A, 16 (Hawaii – Far East), and 55	6.3	10.5	.19
7, 12B, 12 C, 13, 54	8.4	14.0	.25

2.0 Currency Adjustment Factor (CAF)

An allowance for fluctuations in foreign currency exchange rates shall be paid to contractors or to MTMC for the routes shown in Table 1 below, in accordance with the following:

a. The allowance shall be paid per freight payable unit of cargo. For containerized goods, these units are twenty and forty foot containers. For breakbulk cargo they are measurement tons. The compensation per freight payable unit will be derived by multiplying the basic ocean freight times the technical factor. The technical factor is .15 for all routes. The basic ocean freight does not include BAF in the calculation of CAF.

b. The Currency Adjustment Factors is zero unless the one-month average exchange rate is 10% higher or 10% lower than the baseline average currency exchange rate. No CAF is payable on routes/countries not included in Table 1 below.

c. Base rates and differentials in currency exchange rates shall be computed for the currencies shown in Table 1. The applicable currency for payment shall be determined by the foreign port of discharge or load.

d. The source for exchange rates is the Monday Wall Street Journal World Dollar. The base rate is the exchange rate on the Monday preceding the date proposals are due, for base or option periods.

e. A one month average exchange rate will be computed by MTMC. The one-month average exchange rates will be calculated from the 16th of the month to the 15th of the next month and will apply to sailings that will discharge at the foreign port in the following month. Example: The average exchange rates for calculation of CAF charges for March will be calculated from the average of exchange rates published from 16 January through 15 February, inclusive.

f. Payment procedures

(1) For shipments paid using PowerTrack/US Bank: The CAF will be fixed at the time of booking and will be based on the date the booked vessel is scheduled to arrive at the foreign port. When CAF is payable, shippers will include the applicable CAF amount (plus or minus) to all shipments paid to the carrier via their own documentation and payment system at the time that the original transactions are sent to PowerTrack. Carriers using the invoice PowerTrack procedure will include the applicable CAF amount (plus or minus) in their invoice.

(2) All other:

Contractors are responsible for indicating on their shipment invoice whether a currency adjustment payment is due them, whether no currency adjustment payment is to be made or whether a currency adjustment payment is due MTMC. If a currency adjustment payment is due the contractor or MTMC the contractor must compute the value of the payment (or credit) and indicate this on the shipment invoice. If there is no currency adjustment payment, the contractor shall indicate on the invoice "No Currency Adjustment Payment". CAF for authorized agent shipments will be paid using this process.

Table 1 Routes and Currencies

Route	Country	Currency
01	Japan (includes Okinawa)	Yen
01	S. Korea	Won
05 and 11	United Kingdom	Pound
05 and 11	Germany, Belgium, Netherlands	Euro
06 and 12	Spain, Italy	Euro

4.0 Bunker Adjustment Factor (BAF)

A. An allowance for fluctuations in marine fuel prices shall be paid to the contractors or Military Traffic Management Command (MTMC) in accordance with the following:

1. The allowance shall be paid per freight payable unit of cargo. For containerized goods, these units are twenty and forty foot containers. For breakbulk cargo they are measurement tons. The compensation per freight payable unit will be derived by multiplying

the appropriate technical factor times a fuel price dollar differential. The payments will be made on a voyage basis and apply to both directions for routes listed below.

2. The differential in fuel price shall be computed relative to a base price. For routes 01, 16D, 79D and 54 it is computed for Los Angeles. For all other routes referenced in this section, the base price is computed for Norfolk. The source of price information is the Platts Oilgram Bunkerwire. These prices are quoted in dollars per metric ton. They will be converted to barrels by dividing by 6.55. The base price for fuel is the average weekly price based ~~on a~~ on a composite of fifty percent Heavy Fuel Oil (HFO) and fifty percent Marine Diesel Oil (MDO).

3. A four week rolling average price will be computed by MTMC for these two ports. The rolling average price will be based on the four weeks preceding the week of sailing in order to calculate the BAF adjustment. Prices are then evaluated on a weekly basis and compared to the baseline and a dollar differential and a percent differential will be computed by MTMC.

4. These computations will be distributed to the contractors. The dollar differentials for Los Angeles and for Norfolk are the new average prices minus the base price for each port. The percent differentials are derived by dividing dollar differential by base price. If the percent differential is greater than .20 for either port a payment will be made to the relevant contractors in the following quarter. If the percent differential is less than -.20 MTMC will recover payments in the following quarter. If the percent differential is .20 to -.20 no payment will be made.

B. Contractors are responsible for indicating on their shipment invoice whether a fuel payment is due them whether no fuel payment is to be made, or whether a fuel payment is due MTMC. If a fuel payment is due the contractors, they must compute the value of the payment and indicate this on the shipment invoice. Each invoice shall contain the following voyage information. Number of containers by size or MsT shipments, ship name, sailing dates, Port of Embarkation (POE), and Port of Discharge (POD) contractor voyage number and route index, MTMC voyage number, and original invoice number.

1. The technical factors and their freight payable units are shown in Table 1.

TABLE 1. TECHNICAL FACTORS

Payable Unit	Factor
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For Route 04

20 foot container	4.35
40 foot container	7.25
Breakbulk	0.12

For Route 05

20 foot container	2.88
40 foot container	4.80
Breakbulk	0.07

For Route 06A

20 foot container	5.55
40 foot container	9.25
Breakbulk	0.16

2. For other Routes the factor is determined within mileage based zones. Table 2 shows these factors

TABLE 2. MILEAGE BASED FACTOR

Routes	20'	40'	BB	BAF	BAF	BAF
61 Guam-Korea, 61 Guam-Okinawa, 61 Guam-Manila, 61 Guam Japan, 39 and 43				2.1	3.5	.07
79 Hawaii-Kwajalein, 61 Guam-Singapore 61 Guam-Thailand and 32				4.2	7.0	.13
54D, West Coast to Kwajalein, 06B, 06C, 10, 11, 12A, 16 (Hawaii-Far East), and 55				6.3	10.5	.19
7, 12B, 12 C, 13, 54				8.4	14.0	.25

C. The fuel allowance applies to contractor purchases of fuel from normal commercial suppliers and does not apply when fuel has been provided or subsidized by the U.S. Government or foreign Governments.

D. A baseline price is developed over a thirteen week period and it does not change during the life of the contract. The base period for this contract is the thirteen weeks immediately preceding due date for initial proposals.

2.0 Currency Adjustment Factor (CAF)

A. An allowance for fluctuations in foreign currency exchange rates shall be paid to the contractors or to MTMC for those routes shown in Table 1 below in accordance with the following:

1. The allowance shall be paid per freight payable unit of cargo. For containerized goods, these units are twenty and forty foot containers. For breakbulk cargo they are measurement tons. The compensation per freight payable unit will be derived by multiplying the appropriate technical factor times an exchange rate differential times the ocean freight charge. The technical factor is .15 for all routes.

2. Base rates and differentials in currency exchange rates shall be computed for the currencies shown in Table 1. The applicable currency for payment shall be determined by the foreign port of discharge and applied to both directions of the voyage.

TABLE 1. ROUTES AND CURRENCIES

Route	Country	Currency
01E	Japan	yen
01A3	Okinawa	yen
01A2	S. Korea	won
05 and 11	United Kingdom	pound
05 and 11	Germany	mark*
05 and 11	Netherlands	guilder*
05 and 11	Belgium	franc*
06A and 12A	Spain	peseta
06A and 12A	Italy	lira

*These three currencies will be treated as a composite, with each having a weighing of the following:

Currency	Port	% Weight
Dutch-Guilder	Rotterdam	55%
Belgian Franc	Antwerp	25%
German Mark	Bremerhaven	20%

3. The base rates are the average weekly rates from of the exchange rates for each of these currencies. The source for these rates is the Monday Wall Street Journal World Dollar. The base rates will be computed by MTMC and distributed to the contractors.

4. A four week rolling average exchange rate will be computed by MTMC for these currencies on a weekly basis. The rolling average exchange rate will be based on the four weeks preceding the week of sailing in order to calculate the CAF adjustment. Exchange rates are then evaluated on a weekly basis and compared to the baseline. The percent differentials for each currency are derived by dividing the (new average exchange rates minus the base rates) by the base rate. If the percent differential is greater than .10 for a given currency then payment will be recovered by MTMC during the following quarter for voyages related to that currency in this Contract. If the percent differential is less than .10, payments will be made in the following quarter to contractors for voyages affected by this currency. If the percent differential is .10 to .10, no payment will be made

B. Contractors are responsible for indicating on their shipment invoice whether a currency payment is due them, whether no currency payment is to be made, or whether a currency payment is due MTMC. If a currency payment is due the contractors, they must compute the value of the payment and indicate this on the shipment invoice. Each invoice shall contain the following voyage information: number of containers, ship name, sailing dates, POE and POD, contractor voyage number and route index, MTMC voyage number, and original invoice number.

C. A baseline exchange rate is developed over a thirteen week period and it does not change during the life of the contract. The base period for this contract is the thirteen weeks immediately preceding due date for initial proposals.

3.0 Maritime Clause.

3.1 Application of COGSA. The United States Carriage of Goods by Sea Act (COGSA) 46 U.S.C. 1300 *et seq.* ~~300-1.315~~ is incorporated into this solicitation and shall apply to the ocean transportation of all goods (including goods in containers stowed on deck, which shall be considered as goods stowed under deck) under any Shipping Order with the same force and effect as if the Act applied to such carriage by express provision therein; except that as to deck cargo the Government shall bear the risk of perils inherent in deck carriage provided, however, in case of loss, damage or shrinkage in transit, the rules and conditions governing commercial shipments shall not apply as to the period within which notice thereof shall be given the contractor or as to the period within which claim, therefore, shall be made or suit instituted. For the purpose of interpreting Section 4 of the Act "Limitation of Liability" a container shall not be considered one package. ~~only for bulk cargo. For all other cargo the~~ The limitation of liability set out in Section 4 of the Act shall apply to each package, and for cargo not in packages to each measurement ton of cargo; ~~within the container.~~ The carriage of cargo under any Shipping Order issued pursuant to this solicitation shall not be deemed or construed to be the carriage of cargo pursuant to special terms and conditions as provided for in Section 6 of the Act; and nothing in this solicitation is intended to relieve the contractor or the vessel from liability for loss or damage to or in connection with the goods arising from negligence, fault or failure in the duties and obligations provided by the Act or to lessen such liability otherwise than as provided therein. The contractor shall be liable as a common Carrier by land for any loss of or damage to cargo while being transported under this solicitation between any inland origin and the vessel's side and between the vessel's side and any inland destination. ~~The United States Carriage of Goods by Sea Act (COGSA) 46 U.S.C. 300-1.315 is incorporated into this solicitation and shall apply to the ocean transportation of all goods (including goods in containers stowed on deck, which shall be considered as goods stowed under deck) under any Shipping Order with the same force and effect as if the Act applied to such carriage by express provision therein;~~

~~except that as to deck cargo the Government shall bear the risk of perils inherent in deck carriage provided, however, in case of loss, damage or shrinkage in transit, the rules and conditions governing commercial shipments shall not apply as to the period within which notice thereof shall be given the contractor or as to the period within which claim, therefore, shall be made or suit instituted. For the purpose of interpreting Section 4 of the Act "Limitation of Liability" a container shall be considered one package only for bulk cargo. For all other cargo the limitation of liability set out in Section 4 of the Act shall apply to each package, and for cargo not in packages to each measurement ton of cargo, within the container. The carriage of cargo under any Shipping Order issued pursuant to this solicitation shall not be deemed or construed to be the carriage of cargo pursuant to special terms and conditions as provided for in Section 6 of the Act; and nothing in this solicitation is intended to relieve the contractor or the vessel from liability for loss or damage to or in connection with the goods arising from negligence, fault or failure in the duties and obligations provided by the Act or to lessen such liability otherwise than as provided therein. The contractor shall be liable as a common Carrier by land for any loss of or damage to cargo while being transported under this solicitation between any inland origin and the vessel's side and between the vessel's side and any inland destination.~~

3.2 Scope of Voyage (Liberties).

3.2.1 In any situation, whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the contractor or master of the vessel is likely to give rise to capture, seizure, detention, damage, delay or disadvantage to or loss of the vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to begin or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the Government's goods may, upon notification to and with the consent of the Contracting Officer, discharge the goods into another port, depot, lazarette, craft, or other place, or retain the goods on board until the return trip or until such other time as is deemed mutually advisable. This notice shall include, but not be limited to, the planned port of discharge of the cargo and any measures planned to protect the cargo. If the Contracting Officer determines that the planned disposition of the cargo is not in the Government's best interest, the contractor shall comply with the PCO's direction to the contractor to divert the cargo to a port of the Government's choice and to make any other arrangements for the cargo the PCO deems necessary to protect the Government's interest. The contractor may be entitled to an equitable adjustment to the Contract for actions taken pursuant to the PCO's direction. However, for any services rendered without prior notice to and consent of the Contracting Officer, the contractor shall not be entitled to an equitable adjustment. In no such case shall freights be payable until the goods are delivered to the named destination on the Shipping Order. In any event, the contractor shall at all times be responsible to assure the security and protection of the cargo until relieved of such responsibility by the Government or its designated agent.

3.2.2 The contractor, the master and the vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the Government of any nation or department thereof or any person acting or purporting to act with the authority of such Government or of any department thereof, (or by any committee or person having, under the terms of the war risk insurance on the vessel, the right to give such orders or directions). Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The vessel may carry seized contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

3.3 Force Majeure.

The act of God, enemies, fire, restraint of princes, rulers of people, and all dangers and accidents of the seas, rivers, machinery, boilers and steam navigation, and errors of navigation throughout this Contract are mutually excepted. The vessel shall have the liberty to deviate for the purpose of saving life and property, to tow or to be towed, to sail with or without pilots, or to go into dry dock or into ways with or without cargo on board. However, in no case shall the contractor be entitled to extra compensation for such a deviation and the contractor shall not be relieved of responsibility for delivery of cargo to the destination named in the Shipping Order.

3.4 Strikes.

3.4.1 Loading Port -- In the event the vessel or the loading of the vessel is delayed by reason of strikes or stoppage of work, the contractor may, at the loading port dispatch the vessel with such portion of the cargo as may then be on board.

3.4.2 Discharge Port -- In the event the vessel or discharge of the vessel is delayed by reason of strikes or stoppage of work, the contractor at the discharge port may discharge the cargo still on board or with the approval of the Government dispose of the cargo or any part of it at the Government's risk and expense.

3.5 Amended Jason Clause. In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the contractor is not responsible, by statute, contract, or otherwise, the goods, Shippers, consignees, or owners of the goods shall contribute with the

contractor in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salvaging vessel is owned or operated by the contractor, salvage shall be paid for as fully as if such salvaging vessel or vessels belonged to strangers.

3.6 General Average: General average shall be adjusted, stated and settled, according to York-Antwerp Rules 1974 as amended 1990, at such port or place in the United States as may be selected by the contractor, and as to matters not provided for by those Rules, according to the laws and usages at the Port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship.

3.7 Liens

3.7.1 Seizure of Cargo: The contractor agrees that it will not assert any type of lien, including a maritime lien, on any cargo shipped by the Government under this Contract. The contractor further agrees that it will not take any action to seize, arrest, hold, or otherwise detain such cargo through any judicial process in the U.S. or any foreign country. The contractor agrees to insert this clause in all subcontracts at any level and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

3.7.2 Freight: There shall be no liens, including maritime liens, asserted on any freights payable by the Government under this contract. The Contractor agrees to insert this clause in all subcontracts at any level and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

4.0 War Risk

4.1 Compensation. In the event it is necessary for the ~~vessel's owners carrier~~ to pay ~~additional~~ premiums to extend the coverage of crew, hull and machinery, protection and indemnity insurance and insurance covering the loss and damage of cargo while aboard the vessel to include war risks ~~in excess of premiums on such war risk coverage on the date the contractor's rates were submitted under this Agreement~~, or to pay crew war risk bonuses as a result of the vessel entering the war risk area, the Government shall reimburse the contractor at the appropriate rate filed on carrier's commercial tariff. For carriers that do not have filed commercial tariffs for such War Risk charges, the Government shall reimburse the Contractor for a percentage of such extra premium and bonus payments based on the ratio existing between the cargo carried for the account of MTMC and the total cargo aboard the vessel which is loaded or discharged at ports within the War Risk area.

4.2 If Commercial Marine, War Risk, and Liability Insurance is not available or if Marine, War Risk, and Liability Insurance through the Secretary of Transportation under Sections 1202-1205 of the Merchant Marine Act of 1936, 46 App. U.S.C. 1282-1285, is available at a lesser rate, the Procuring Contracting Officer (PCO) reserves the right to require contractors to obtain the necessary Marine, War Risk, and Liability Insurance from the Secretary of Transportation. Further, in the event that the Secretary of Defense, or his/her authorized designee, is authorized to provide and does provide indemnification to the Secretary of Transportation under Section 1205 of the Merchant Marine Act, 1936, 46 App. U.S.C. 1285, for Marine, War Risk, and Liability coverage without premium, the Contracting Officer reserves the right to require the contractor to obtain such insurance from the Department of Transportation and no premiums as set forth in Paragraph (1) above will be paid to the contractor by the Government.

4.3 Limitation of Government Liability. No payments shall be due from the Government under this Section unless and until the contractor shall also assess such charges against commercial cargo loaded or discharged in the war risk area.

4.4 The contractor agrees to add the United States Government as an additional assured on its War Risk Policy with waiver of subrogation noted, for which the Government has agreed to reimburse the extra premium under this Section.

5.0 Damage to Carrier Equipment

5.1 Should a container, chassis, tractor, or any other piece of contractor equipment, excluding the vessel, be damaged or lost by act, neglect or failure of equipment of the Government, its agents, employees or contractors (other than the prime contractor) while such contractor equipment is in the custody of the Government, its agents, employees or contractors (other than the prime contractor), the Government shall repair or reimburse the contractor the least of the following: the reasonable costs of repairs or the fair market value of the container immediately prior to the loss or damage. The contractor will assign to the Government any rights, causes of action, or other claims which the contractor may have against third parties with respect to such damage. The Government shall not be liable for the repair of any damage under this Section unless written notice specifying such damage shall have been given to and acknowledged by the Government or its authorized representative at the time custody of the container or other equipment is returned by the Government to the contractor.

5.2 Carrier equipment shall be considered lost when theft or disappearance is certified as such by the Ordering Officer (OO)/Contracting Officer's Representative (COR) or its representative and upon concurrence by the Contracting Officer. In addition, OO/COR may certify as lost those containers whose return to carrier is impracticable or impossible due to conditions existing at destination, again subject to Contracting Officer concurrence. No pre-determined time frame shall govern when equipment must be declared lost under this Contract. Once a piece of contractor equipment is certified as being lost, any per diem or detention or liquidated damage charges accruing for account of either the contractor or the Government shall cease, effective with the date specified in the certification. Accrued charges after the date of certification shall be canceled and not considered part of the reimbursement to the contractor.

6.0 Shipments by Authorized Agents of the Government

6.1 The following provisions apply only for authorized agent shipments which include, but are not limited to, shipments of Code 3 Military by Household Goods (MHG) International Through Bill of Lading (ITGBL) Carriers and privately owned vehicles (POV) by Global POV Contractors.

6.2 Booking of cargo.

6.2.1 Shipments booked by authorized agents will be booked in accordance with the instructions provided by MTMC OPS based on best value criteria used to award cargo on the designated routes, and SCRs, consistent with VISA priorities; and the lowest-cost low price technically acceptable Contractor on the non-designated routes based on a tradeoff of price and past performance who can best meet the delivery requirement.

6.2.2 Shipper agrees to offer cargo for booking upon no less than 5 working days notice prior to a port departure date unless a later time is agreed upon by the parties. The contractor providing the transportation service must accept an offering of cargo and notify the shipper of such acceptance, as specified in paragraph 4.2.1.3.

6.2.3 The shipper will prepare a delivery order in a format as mutually acceptable by the parties. The delivery order shall be evidence of ownership and will constitute the contract of carriage issued to the contractor.

6.3 Submission of Status Reports. Contractors must provide reports to the authorized agent who ordered the transportation services as prescribed in paragraph 4.4.2.1; however, rather than reporting at the Transportation Control Number (TCN) level, the contractor may report by delivery order when mutually agreeable by the parties.

6.4 Payment. The authorized agent shall make payment directly to the contractor providing ocean service thirty days after receipt of an invoice. The contractor must invoice directly to the authorized agent for payment of services rendered to include detention. The contractor must notify the Contracting Officer if payment is not received within forty-five (45) days after submission of invoices to the authorized agents.

7.0 CARRIER PROTECTION FROM COMPETITION - A carrier receiving an initial base period award or an option period award in response to the solicitation for this contract shall, during the respective base original or option period of this contract, be protected from the subsequent competition of other carriers after that initial award within the limitations of the Cargo Preference Act of 1904. This carrier protection encourages initial full and open competition, protects the integrity of the contracting process, facilitates a streamlined acquisition process, promotes DOD's sealift readiness goals implemented in the VISA priorities, and complies with applicable law.

(a) Cargo Preference. The availability of U.S. flag service will be evaluated up to the date for responses to the RFP that resulted in this contract. While initial awardees may be subject to contractual remedies for failure to provide promised U.S. flag service, an initial award for foreign flag service that complies with law at the time of award will be displaced during the period of the contract by another carrier's subsequent offer of U.S. flag service for the same requirement only in accord with the following procedures.

(1) Initial award(s) will not be displaced until the minimum cargo guaranteed to the initial awardee(s) has been offered to the awardee(s).

(2) If a "late" offer is received after initial awards under this contract and has been evaluated as acceptable by the government, the government will provide the initial awardee(s) for the requirement met by the "late" offer a sixty (60) day notice of that decision before ordering transportation against a contract awarded to the "late" offeror.

(3) Initial awardees displaced by a "late" offeror remain eligible to receive future orders for transportation when the "late" offeror is unavailable or as otherwise authorized by this contract and applicable law.

(b) VISA Priority. The VISA priority of an offeror will be evaluated up to the date for responses to the RFP that resulted in this contract or the date for responses to the option period. While initial awardees may be subject to contractual remedies for failure to maintain a VISA priority throughout the respective base or option period of this contract, an initial award that complies with VISA

priorities at the time of award will not be displaced during the respective base or option period of the contract by another carrier that attains a higher VISA priority for the same requirement only after the date for responses to the RFP that resulted in this contract. (VISA status, preference)

(c) Should a carrier reduce its ocean, inland or single factor rates during the base or option period of this contract, its competitive position in relation to other carriers shall be determined on the basis of its ~~initial~~ rates submitted for the base or option period.

~~(d) A carrier who, after the date for responses to the RFP which resulted in this contract, begins service meeting a requirement of this contract but did not submit an offer for that requirement under the RFP, will be considered for a contract at a negotiated rate level, but such carrier's rate will not be utilized except as necessary when capability from carriers which already hold a contract is not available to meet the requirement.~~

(e)

(d) Late Rates

1. Ocean carriers not party to the contract cannot offer rates or service except as authorized in this paragraph at 7.a.
2. Other than as described below in subparagraph 7.d.3, contractors offering rates on routes (during the basic period of the contract, or the option period, and any extension) on which that carrier was not originally awarded a contract, will be considered for a contract at negotiated rates, but such carrier's rate will not be utilized except as necessary when capacity from carriers which already hold a contract is not available to meet the requirement.
3. Carriers party to the contract during the basic contract period may offer new service on routes on which that carrier had no award during the basic contract period in anticipation of new award during the option period. Contractors who had awards on these routes during the basic contract period are not protected from this new competition on those routes during the option period; the protection described in subparagraph 7.d.2 does not apply to this situation. A contractor awarded a new contract for the option period on a route on which it had no contract during the basic contract period, will not receive an award or share of the MCC already awarded to the contractors originally awarded these routes (at time of contract award). All contractors with a contract for a route during the option period and any extension shall compete equally for all cargo volumes over and above the MCC based on a contemporaneous trade-off basis. A similar ability to offer new service on a route will not exist at the time of contract extension, if any; the offer of new rate at time of contract extension would be processed under paragraph 7.d.2, not paragraph 7.d.3.

ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)

BACKGROUND: Pub. L. 101-552, the Alternate Dispute Resolution Act encourages the use of alternative means of resolving disputes involving Government agencies. The Act is based on Congress' finding that alternative processes, including mediation, often "yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes."

PARTNERING: To most effectively accomplish this contract and resolve potential disputes, the MTMC Contracting Office proposes to form a cohesive partnership with the Contractor. Partnering lays the foundation for better working relations on a project including better dispute resolution. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. This partnering would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. All partnering procedures shall be conducted IAW applicable ADR laws and regulations.

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1.0 Background

1.1 Streamlined, Performance-Based Process

USTRANSCOM and its industry partners have streamlined the processes involved in soliciting, evaluating, awarding and administering contracts for Intermodal sealift. A strategy was developed. ~~The strategy that~~ maintains a competitive environment, while considering the needs of both customers and suppliers, focuses on reducing costs and implementing performance-based contracts. The strategy has two major elements. They are:

- Streamline rates and data solicited;
- Streamline terms and conditions; e.g., eliminating redundant requirements and developing a performance-based work statement

1.2 Government/Industry Teamwork

This work statement has been developed by an Integrated Process Team, Government/Industry partnership, whose intent was to satisfy the elements of the strategy, while providing the foundation for competitively-awarded contracts for Intermodal sealift at increased levels of service quality at reduced costs to the Government.

2.0 Scope

2.1 International Cargo Transportation

This contract is to provide international cargo transportation services using ocean common or contract carriers offering regularly scheduled commercial liner service for requirements that may arise in any part of the world and involve ocean movement for the routes covered herein. Contractors under contract must be capable of providing ocean, intermodal and related transportation services to support their offered services as required herein.

This contract is primarily for U.S. Department of Defense (DoD) sponsored requirements. Other organizations may fill their requirements through this contract only as designated by the Procurement Contracting Officer (PCO).

2.2 General Scope

The general scope of services under this contract includes:

- Ocean transportation
- Related Intermodal movements
- Infrastructure
- Transportation services
- Management expertise

2.3 Excepted Cargo

Excepted type cargoes are included in the scope of this contract, but prices for movement of such cargo have not been negotiated at the time of award. The parties will attempt to reach a mutually agreeable price for the movement of "excepted type cargoes" before they can be booked. If the Government accepts a price submitted by the Contractor in response to a solicitation of a rate for a proposed Government modification, the Government may issue a priced amendment for the movement of "excepted type cargo" under the changes provisions of FAR 52.212-4.

2.4 Government Volume Commitments ~~(Exclusive of Specialized Customer Requirements (SCR))~~

The minimums identified below must only apply to awardees providing US-Flag or combination service during the term of the contract. Empty government owned or leased containers will not be used to satisfy minimums under this requirement. Space available cargo accepted by the Contractor must be counted toward the minimum cargo commitment.

2.4.1. Container Minimums ~~– Designated Routes – (General Requirements – Designated)~~

The Government commits to ship the following annual minimum volume of forty-foot equivalent (FEU) for each outbound route/zone indicated below during the base period of the contract.

<u>Outbound Routes/Zones</u>	<u>Minimum FEUs</u>	
01	14500	West Coast/Far East

05/11
6A/12A

13000
1200

East & Gulf Coasts/Europe & UK
East & Gulf Coast/West Med

In the case where the Government fails to ship the minimum guaranteed cargo on a designated route, the Government will pay the contractor \$250.00 per FEU shortfall in place of actual damages.

2.4.2 Breakbulk/Roll-On Roll Off (RoRo) Minimums ~~—General Requirements—~~ Designated Routes

The Government commits to ship the following annual minimum measurement tons (MsT) for each designated outbound route/zone during the ~~base period~~~~term of~~ the contract for each of the following:

Outbound Routes/Zones	Minimum MsT	
01	32,950	West Coast/Far East
05/11	11,500	East & Gulf Coasts/Europe & UK
6A	1,500	East Coast/West Med

In the case where the Government fails to ship the minimum guaranteed cargo on a designated route, the Government will pay the contractor \$7.00 per MsT shortfall in place of actual damages.

2.4.3 Option Year Minimums

The Government commits to a minimum guarantee of cargo for each designated outbound route/zone which is sufficient cargo to ensure full compliance with FAR 16.504(a)(2), more than nominal quantities and economically viable revenue based to support any accepted service.

2.4.34 Tonnage Minimums

The Government commits to ship one measurement ton or 1 FEU container as appropriate for awardees of inbound service for route/zone combinations 01, 05/11, 6A and all other outbound/inbound routes listed herein for the base year of the contract. The same commitment applies separately to the option period.

2.4.45 Maximum Cargo

The maximum cargo to be shipped under this solicitation for trade routes/zones identified herein must not exceed total dead weight capacity with all Contractors during the term of these documents.

2.5 ~~Specialized Customer Requirements (SCR) Minimums (FEU Equivalents)~~ Reserved

~~The Government commits to ship the minimum cargo volumes as identified in Section 5.4.1. The Government commits to ship the minimum cargo volumes of forty-foot equivalent containers as identified in Attachments 5 through 14.~~

~~In the case where the Government fails to ship the minimum guaranteed, the Government will pay the contractor \$500.00 per FEU shortfall.~~

2.6 Period of Performance

2.6.1 Base Period

The one-year base period of performance for this contract is 1 March 2003 through 29 February 2004.

2.6.2 Option Period

The one year option period of performance for this contract is 1 March 2004 through 28 February 2005, contingent upon FAR 52.217-9.

2.7 Hazardous Cargo

2.7.1 Limitations of Contractor's Obligation

1. The Contractor must have the right to reject hazardous cargo including explosives; or any cargo deemed to be dangerous or obnoxious in character other than such cargo for which a specific commodity rate is provided herein.

2. The Contractor must refuse to transport hazardous cargo either by land or by ocean, which does not conform in all aspects to applicable U.S. or foreign Governmental regulations.

3. A list of hazardous cargo expected to be shipped under this contract is at Attachment 1. Contractors will identify to the PCO any cargoes listed on this attachment, which are precluded from carriage due to Contractor policy (versus regulatory preclusion) prior to award. Unless contractors have specifically identified which commodities are precluded from shipment on their vessels, contractors must accept all commodities listed at Attachment 1 when they are packaged, labeled, and documented in compliance with regulatory requirements. Contractors must notify the Contracting Officer of any changes to the precluded hazardous cargo list during the contract period.

2.7.2 Data Safety Work Sheets

The use of "tremcards" are required in some countries to describe procedures in event of problems during the transit of hazardous commodities. Where this requirements exists, contractors are required to issue "tremcards" to their subcontractors in conformance with local requirements when the inland movement is included in the services ordered by the Government.

2.8 Quality Control, Reporting, and Records

2.8.1 Quality Control

The Contractor must establish and maintain a Quality Control Plan (QCP). The QCP shall cover as a minimum how the Contractor intends to meet the requirements of all performance objectives and what mechanisms will be used to monitor and proactively manage DoD shipments moving in the Contractor's system to ensure quality service. The plan will also include the timely reporting of information to designated Government personnel for any potential performance shortfalls, problems/failures, and other incidents that are likely to result in loss/damage of DoD cargo or delays beyond required delivery dates. A copy of the QCP shall be submitted to the Contracting Officer within thirty (30) calendar days from the date of contract award. The Contractor shall revise the plan and submit it to the Contracting Officer within ten (10) calendar days after notification by the Contracting Officer of deficiencies requiring correction.

2.8.2 Reporting

Performance Reporting – Contractors will be required to provide a monthly performance report to the Contracting Officer for each awarded contract. The report will include a separate analysis of performance for each major customer having a SCR.

The report will:

- (a) Identify monthly trends in performance for the following performance objectives (as a minimum) – Performance Objectives 12, 19, 20, 26, 32, 70, 73, 75, 78, and 79.
- (b) Provide specific details for shipments failing the performance standards for all objectives, and a plan for correction.
- (c) Highlight specific problem areas such as no-shows, custom clearance delays, a container detention, equipment damage, schedule deviations, missing/late documentation, hazardous cargo, etc.
- (d) Provide recommendation to improve service and achieve cost efficiencies.
- (e) Identify any liquidated damages and detention to be assessed since previous report by Transportation Control Number (TCN).

2.8.3 Format and Submission Dates.

Specific guidance concerning the format and due dates of monthly reports will be jointly developed by contractors and Government to ensure maximum use of electronically transmitted data in standard formats and the establishment of realistic timelines for obtaining complete and accurate information as timely as possible. The Contracting Officer will schedule meetings as early as possible after award of contract to develop this guidance.

3.0 Reserved

4.0 Performance Requirements

Performance Requirements in this document are expressed in the following manner:

Each performance requirement may contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

- **Performance Objective** - A statement of the outcome or results expected of the contractor (not output!)
- **Performance Measures** – The critical few characteristics or aspects of achieving the objective that will be monitored by the Government, those things that the Government will analyze. Each objective may have one or more measures.
- **Performance Standards** – The targeted level or range of levels of performance for each performance measure)

Use of Performance Measures/Standards

Not every performance objective in this contract has a related performance measure or performance standard. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a measure or standard the measures and standards are IAW standard commercial practices, i.e., substantial compliance with local customary trade practice. Performance measures/standards, where specified, may be used to achieve a variety of goals, including collection of data to test the practicality of a performance standard; identification of a performance standard of less than 100% compliance; emphasis on most critical performance objectives; collection of data to support quality assurance and contractual remedies (including evaluation of past performance, discussion at Quality Council meetings, etc.) and similar goals.

4.1 General

All in Rates

Rates solicited for services obtained under this contract are “all in” rates except for Currency Adjustment Factor (CAF), Bunker Adjustment Factor (BAF), accessorialss identified, and other cost responsibilities cited herein.

4.1.1 Alternate Service

Performance Objective No. 1 – The Contractor must be responsible for services required by the booking, even if the Contractor makes alternate arrangements with another provider.

Performance Objective No. 2 – The Contractor must notify the Ordering Officer (OO) of the alternate arrangements prior to implementation.

Performance Measures

Performance Standards

OO notified

100%

Performance Objective No. 3 – The Contractor must use the Voluntary Intermodal Sealift Agreement (VISA) priorities when making alternative arrangements and cannot use a lower VISA priority without approval of Military Traffic Management Command (MTMC).

Performance Measures

Performance Standards

VISA priorities used

100 %

4.1.2 Recurring Service Failure Resolution

The Contracting Officer reserves the right to obtain service from another source when:

- a. The Contractor is unable to provide the service specified within this contract, or
- b. The Contractor fails to complete ordered service within the time and service requirements described in a Performance Objective (and Performance Measure and Performance Standard, where applicable), where a systematic problem exists in the judgement of the Contracting Officer.

The Contracting Officer will provide the Contractor with prompt written or electronic notice of the Contractor's inability to provide the required service before obtaining service from another source. The action by the Government to obtain service from another source is a remedy independent of other remedies provided in this contract, will not necessarily constitute “default” or require remedies in this contract for default, will not preclude the Government's rights in the event of Contractor default, and will not preclude the Government's use of other remedies provided in the contract.

In the event the Government must obtain service from an alternate contractor, the associated volume will be deducted from the Contractor's minimum volume commitment (MVC) and will not be counted towards the alternate Contractor's MVC (if any).

The Contractor must provide the Government evidence that it is once again capable of providing service in accordance with the contract requirements and the Contracting Officer will promptly decide whether that evidence warrants reinstatement of the Contractor's service.

4.1.3 Invoicing and Payment

Performance Objective No. 4 – Contractor must prepare and submit invoices or proper documentation for payment of shipments in accordance with the procedures in Attachment 15. Where the MRM 15 Program has already been implemented by the effective date of the contract the Contractor must comply with the payment procedures for this program. Contractors will be provided 30 days advance notice for implementation of MRM 15 for shipments not covered by the program by the effective date of the contract.

4.1.4 Permanent Service Changes

If the Contractor notifies the Contracting Officer of a permanent change in service and if the change meets the requirements for initial award of that service, initial contract rates must apply to the changed service. If the changed service no longer meets the initial award of that service, the PCO has the right to adjust the award minimums.

Performance Objective No. 5 – The Contractor must notify the Contracting Officer at least 30 days prior to implementation of permanent changes in the Contractor's commercial service. All bookings accepted prior to notification of permanent service change must be performed in accordance with the booking and all terms contained herein.

4.1.4.1 Dry-Dock Initiated Service Change

Performance Objective No. 6 -The Contractor shall notify the Contracting Officer in writing of scheduled dry-dockings at least 4 months prior to the scheduled dry-dock date. Emergency dry-dockings must be notified to the Contracting Officer promptly in writing upon determination of the emergency dry-dock requirement.

4.1.5 Customer Service Assistance

The Contractor must establish/designate a customer service activity to be responsive to Government activities that require assistance. Government activities must be able to contact a person representing the Contractor throughout the business day to obtain expert assistance in answering questions, exchanging information and resolving problems. A single focal point for each Government activity is desirable. The Contractor will provide specific points of contact for each Government shipper no later than seven (7) days after contract award.

Performance Measures

- a) Points of contact provided to all Government shippers
- b) Provide responsive assistance

Performance Standards

Within 7 days after contract award

Initial customer consultation within one (1) business day

4.1.6 Electronic Data Interchange

Performance Objective No. 7 – The Contractor must use Electronic Data Interchange (EDI) or Ocean Carrier Interface (OCI) [\(or successor system\)](#) as the primary means for interfacing with the Military Traffic Management Command (MTMC).

In those Government locations where neither EDI nor OCI are available (Integrated Booking System (IBS) is not supported), the Contractor must use hard-copy facsimiles.

Note: MTMC has OCI training available to Contractors.

Performance Measures

- a) Interface using the following order of preference:

- EDI

Performance Standards

100% compliance with order of preference

- OCI
- ~~Facsimile*~~

~~*Only if other two are unavailable (See Performance Objectives 69 and 70)~~

4.1.6.1 Changeover at Booking Offices Not Initially Supported by IBS

Performance Objective No. 8 – The Contractor must commence the use of EDI or OCI (or successor system) with booking offices not supported by IBS at the effective date of this contract, subject to the Government providing at least one hundred eighty (180) days advance notice of requirement to begin exchanging electronic information at such sites.

4.1.6.2 Transaction Sets and Concepts of Operation

Performance Objective No. 9 – The Contractor must use the Defense Transportation Electronic Data Interchange (DTEDI) approved Implementation Convention for the ANSI X-12 300, 301, 303, and 315 transaction sets in compliance with their approved concepts of operations. Versions 3060, 4010 or later are required. The Contractor will implement changes to business processes contained in revisions to Transaction Set Implementation Conventions and their controlling concepts of operations as may be approved by the Ocean ACI Committee. These changes must be implemented in accordance with schedules approved by the Ocean ACI Committee.

4.1.7 Quality Council Meetings

Performance Objective No. 10 – The Contractor must assist the Government in an effort to continuously improve the processes involved in providing excellent international cargo transportation services.

The Contractor's assistance must include participation (preparation, active participation, and follow-up) in four (4) quality council meetings during each year of this contract. The purpose of the Quality Council meetings is to identify and develop solutions to operational problems.

4.1.8 Exchange of Documents

The following documents in order of priority constitute the contract of carriage: USC034 contract, TCMD-shipping instructions, and the "booking." The Government and Contractor must cooperate in the maintenance, and, upon request, exchange of documents.

Performance Objective No. 11 – The Contractor must maintain, and upon request, exchange documents that they maintain in the normal course of business which evidence performance of transportation pursuant to this PWS. Such shipment records include, but are not limited to:

- Vessel papers
- Manifests
- Receipts
- Lift Reports
- Arrival notices
- Payment documents
- Verified Shipping Instructions

4.1.9 Service Commitments

4.1.9.1 Service Consistency

Performance Objective No. 12 – The Contractor must maintain a regularly scheduled and consistent commercial liner service conforming to the service offered in the Contractor's schedules maintained in IBS. (See Performance Objective No. 5) The parties recognize that contractors providing breakbulk services have a more flexible schedule than contractors providing container services. Thus, breakbulk carriers are not required to provide regularly scheduled service with consistent intervals at all ports of call, provided, there is some regularly scheduled service on the routes they offer.

Performance Measures

Performance Standards

Regular scheduled liner service	Maintains schedule within a 20% variance of schedule in IBS, as posted in IBS 7 days prior to the sail date.
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4.1.9.2 Space Commitment

Performance Objective No. 13 – A “container” Contractor must reserve 10% of vessel capacity for the booking of Government cargo on each U.S. flag vessel sailing from CONUS on the designated routes in Section 2.4.1. SCR guaranteed space commitment will be deducted from the 10% general space commitment. However, the Contractor will guarantee a minimum of 2% of cargo moving in the general section regardless of cargo commitments in the SCR.

Performance Objective No. 14 – A “breakbulk/RORO” Contractor must reserve 10% of vessel capacity for the booking of Government cargo on each U.S. flag vessel sailing from CONUS on the designated routes in Section 2.4.2 of this PWS. SCR guaranteed space commitment will be deducted from the 10% general space commitment. However, the Contractor will guarantee a minimum of 2% of cargo moving in the general section regardless of cargo commitments in the SCR.

Performance Objective No. 15 – In the event the contractor fails to accept bookings for cargo up to its minimum guarantee for any sailings, the contractor must pay the Government \$250.00 for FEU shortfall or \$7.00 per MsT shortfall.

4.1.9.3 ~~Alternate Ports Container Contractors (Contact DeCA before deletion)~~ ~~Pier terms service at ports not served by actual vessel call.~~ Reserved

Performance Objective No. 16 – ~~Container Contractors must accept/deliver container shipments at alternate CONUS/OCONUS ports described in the booking.~~ Intentionally left blank

~~The Government will pay the Contractor the inland transportation from the ports described in the booking to the direct load ports using inland transportation CLINS.~~

~~Container Contractors must accept/deliver container shipments at alternate ports described below:~~

ROUTE 1

Puget Sound Ports

Oakland/San Francisco

Los Angeles Ports

ROUTE 10

Galveston/Houston Ports

New Orleans

ROUTE 05

Boston

New York (NY/NJ Ports)

Baltimore

Norfolk (Hampton Roads Ports)

Charleston

Jacksonville

ROUTE 11

Galveston/Houston Ports

New Orleans

ROUTE 12

Galveston/Houston Ports

New Orleans

ROUTE 06

New York (NY/NJ Ports)

Baltimore

Norfolk (Ham

Charleston

Jacksonville

ROUTE 13

Galveston/Houston Ports

New Orleans

ROUTE 32

New York (NY/NJ Ports)

Baltimore

Norfolk (Hampton Roads Ports)

Charleston

Jacksonville

ROUTE 07

Boston

New York

Baltimore

Norfolk

Charleston

Jacksonville

ROUTE 39

Jacksonville

Miami Ports

ROUTE 47

Puget Sound Ports

Oakland/San Francisco

Los Angeles Ports

ROUTE 43

Galveston/Houston Ports

New Orleans

Destination Alternate Ports**Continental Europe****United Kingdom****Far East**

Antwerp Belgium

Felixstowe

Pusan

Bremerhaven, Germany

Thamesport

Yokohama

Rotterdam Ports, Netherlands

Kobe

Naha

Italy**Spain**

Genoa

Algeciras

Gio Tauro

Cadiz

Leghorn

Naples

4.1.9.4 Alternate Ports Breakbulk/RORO Contractors

Performance Objective No. 17 – Where there are breakbulk/RORO (Free In and Out (FIO)) port arbitraries in the Table of Accessorial Rates, the Breakbulk/RORO Contractors, must carry cargo to the ports described in the booking.

4.1.9.5 Charges and Taxes Responsibility

The Contractor must pay all dues, charges and taxes customarily levied on the vessel, and howsoever the amount thereof may be levied. The Contractor must pay all taxes levied on the freight charges. The Government will pay all dues, charges, duties, and taxes customarily levied on the cargo, and howsoever the amount thereof may be assessed.

4.2 Shipment Booking and Scheduling

The Contractor must provide the services as identified in the booking. Cargo booking with the contractors will be done IAW VISA priorities.

It is recognized that during the life of this contract there may be a successor booking and scheduling system which may require changes to business processes and modification to the current contracting language.

4.2.1 Shipment Booking

Cargo will be offered to awardees to ensure compliance with awarded cargo minimums by route/zone. On designated routes (See Para 2.4) with award to multiple carriers, all cargo will be booked to contractors at the discretion of Ordering Officers based on a tradeoff analysis of service, past performance and price, subject to VISA priorities. On non-designated routes, cargo will be offered to the low price technically acceptable offeror whose price and past performance trade off presents the best value to the Government subject to VISA priorities. All offered bookings must meet delivery requirements and are subject to the VISA priorities. Awarded contract minimums for the base period or the option period must be satisfied by the expiration date of the base or option period.

4.2.1.1 Booking Transaction Sets

Performance Objective No. 18 – Where EDI is used, the Contractor must receive or transmit, as appropriate, the following transaction sets: (See Performance Objective No. 6).

- Contractor receiving order data, 300 (Delivery order, the booking, including increases and decreases)
- Cancellation data from OO/COR, 303 (OO/COR cancellation)
- Contractor Ordering confirmation data, 301 (Confirmation of order, Contractor to OO/COR)

4.2.1.2 Order Acceptance

In the absence of other established written procedures, issuance of a booking number by the Contractor through EDI, OCI, Direct Booking, or facsimile communication to the Government constitutes acceptance by the Contractor of the Government order. A Government order accepted in this manner will be deemed a “booking.” The parties may subsequently agree to amendments/changes prior to delivery, except as specified at 4.3.1.3.6— Should the carrier use auto-accept or other processes that provide a booking number in advance of full evaluation of the offer, counter offers received within timeframes for accepting offers will supercede the earlier booking acceptance.

Performance Objective No. 19 – The Contractor must accept orders to book shipments, up to its space commitment (See Performance Objectives 13 and 14), if the Government orders are received no less than five (5) working days prior to a local cut-off for a scheduled sailing. EXCEPTION: Empty government owned or leased containers will be booked on a space available basis. Empty containers will be offered to the carrier who will propose space for them on the first sailing for which space is available.

4.2.1.3 Response to Orders

Performance Objective No. 20– The Contractor must respond to all Government orders on the same working day they are received, if the Contractor receives the order, prior to 1430 local time; ~~receives the order~~. Contractor responses for orders received after 1430 local time must be provided by 1200 local time of the next working day.

Performance Measures

Performance Standards

Timely response

98%

4.2.2 Schedule Maintenance

4.2.2.1 Schedules

Performance Objective No. 21 – The Contractor must maintain continuous commercial vessel schedules within IBS, with the initial input of any voyage being at least 45 days prior to the earliest sail date of that voyage. The Contractor must provide hardcopy schedules to the booking office, where IBS is not implemented, beginning at least 45 days prior to the earliest sail date of that voyage.

Performance Measures

Performance Standards

a) Schedules maintained

100%

b) Initial input of schedules for any voyage being at least 45 days prior to earliest sail date

100%

4.2.2.2 Vessel Cut-offs

Performance Objective No. 22 – The Contractor must provide ~~Deployment Support Command~~ MTMC Fort Eustis (FEVA) (DSC) local vessel cutoffs for each origin within CONUS no later than seven (7) days after contract award and must keep ~~DSC-MTMC FEVA~~ apprised of changes. If the contractor does not provide ~~DSC-MTMC FEVA~~ with cut-offs, the default cut-off is ~~close of business~~ one working day before the scheduled sailing cut-off for each 300 miles from the port to the origin point.

Performance Measures

Performance Standards

Cutoffs provided

Recorded for past performance purposes

4.2.2.3 Alternate Ports Schedules

Performance Objective No. 23 – ~~The Contractor (container) must include alternate ports in their schedules. Where there are awarded port arbitraries for container service in the Table of Accessorialss, the Contractor must include ports covered by the port arbitrary in their schedules. Intentionally left blank~~

Performance Objective No. 24 – Where there are awarded breakbulk/RORO port arbitraries in the Table of Accessorial Rates, the Contractor must include ports covered by the port arbitrary in their schedules.

4.2.2.4 Canceled Shipments/No Shows

Performance Objective No. 25 – The Contractor must accept cancellation of shipments of booked cargo, without penalty to the Government, if cancellation notice is provided by the Government at least one (1) working day prior to the local cut-off for the vessel.

4.2.2.5 No Shows

If the OO/COR fails to cancel a booking or cargo is not available for lift on board the scheduled vessel through no fault of the Contractor, the cargo must be designated as a “no show”. For container cargo, the Government will pay a sum of two hundred and fifty dollars (\$250) for each container no show. For BB/RORO cargo, the Government will pay a sum of \$7.00 per MsT, subject to a

minimum of \$100.00, for each no show. Any advances made by the Contractor must reduce the Government's liability for the number of "no shows" for the vessel voyage.

4.3 Transportation Requirements

Performance Objective No. 26 - Delivery is required by the RDD specified in the accepted booking. Unless otherwise specified in the SCR, the RDD for all container shipments will not be less than ten (10) calendar days after the scheduled discharge of the booked vessel at the port of debarkation. For breakbulk/RORO cargo, the RDD will not be less than four (4) days after the scheduled discharge of the booked vessel at the port of debarkation including alternate ports covered by port arbitraries.

Performance Measures

Performance Standards

RDD met

95%

If, for reasons other than force majeure, the Contractor fails to deliver the cargo by the Required Delivery Date (RDD) specified in the accepted booking, the contractor must, in lieu of actual damages, pay the Government a lump sum of two hundred fifty dollars (\$250) for each container and for each Breakbulk/RORO \$7.00 per MsT, subject to a minimum of \$100.00, shipment TCN delivered after RDD. Exception: Liquidated damages are not payable for shipments to Afghanistan, Pakistan, Uzbekistan, Kyrgistan, Tajikistan, and Kazakhstan.

The booking of POV's with the contractor is premised on the ability of the contractor to achieve the RDD associated with each individual POV. The ability of the contractor to achieve the POV RDD is determined by reference to the Ocean Transit, Inland Delivery and other time periods provided herein concerning the overall movement of cargo from the time it is tendered to the contractor by the government at origin until it is delivered at the designated destination in the booking/shipping order. In accepting a POV booking/shipping order, the contractor warrants that it can achieve delivery of the POV by the designated RDD under the terms and conditions of this contract. If the contractor fails to deliver a POV on or before the RDD, the Contracting Officer shall assess \$30 damages per diem against the contractor. Damages shall be assessed for each day that the delivery exceeds the RDD, including the day of delivery, up to a maximum period of seven calendar days (maximum contractor liability of \$210 per POV). The contractor may be exonerated from this liability only under circumstances constituting Force Majeure or an Excusable Delay (FAR 52.212-4(f)). The contractor is at all times required to deliver the POV as soon as possible following the conclusion of any Force Majeure or Excusable Delay circumstance. If the failure to achieve delivery by the RDD is partially excused, damages shall be assessed on a pro rata basis. The contractor bears the burden of establishing exoneration on the basis of any Force Majeure or Excusable Delay circumstance."

4.3.1 Container Requirements

4.3.1.1 Advance Transportation

4.3.1.1.1 Spotting Empty Containers

Performance Objective No. 27 - The Contractor must spot the requested equipment NLT the date(s) and time (AM or PM) and at the locations specified in the booking. A container which has been spotted by the Contractor for stuffing by the Government will be permitted a period of two (2) working days (exclusive of Saturdays, Sundays and Holidays) for stuffing before detention applies. Detention does not apply to locations with equipment pools. At least five (5) working days prior to the vessel's sailing, the carrier will notify the cognizant Ordering Officer of any containers which can not be spotted to meet booking requirements.

Performance Measures

Performance Standards

Container spotted as required

100%

Performance Objective No. 28— Reserved.

4.3.1.1.2 Containers Services

Less than container load cargo may be commingled with commercial cargo; contractor must provide cognizant Ordering Officer with same receipt/lift information as required by Paragraph 4.4.2.1 for preparation of shipping instructions. (see Rate Rules for rating formula).

Performance Objective No. 29 – The Contractor must provide stuffing, consolidating, stripping, sorting, and transloading services as specified in the booking or as ordered by the OO and will be paid at the Cargo Handling rates listed in the Table of Accessorialss.

4.3.1.1.3 Container Pickup

Performance Objective No. 30 – When notified by the Government of readiness for pickup at least one (1) working day prior to local vessel cut-off at origin, the Contractor must pick-up stuffed containers to meet the booked vessel.

Performance Measures**Performance Standards**

Meet booked vessel

100%

4.3.1.1.3.1 Government Failure to Release Containers

a. The Government will provide Contractor at least one working day prior to local vessel cutoff of any cargo which will not be available for the booked sailing. A new vessel will be designated based on the projected availability of cargo. This is considered a “roll over” and no-show charges in accordance with paragraph 4.2.2.5 are not applicable. However, should the “roll over” not show for the designated vessel and the booking is not cancelled in accordance with 4.2.2.4, the Contractor may charge the Government in accordance with 4.2.2.5 for a no-show.

b. The Contractor must, in no event hold the Government liable vessel demurrage or dead freight by failing to release a container on time to meet a specified vessel sailing.

Performance Objective No. 31 – For containers that miss their booked sailing through no fault of the carrier, the contractor must load containers on the next scheduled sailing after receipt of containers from the Government.”

Performance Measures**Performance Standards**

Lifted to next vessel

100%

4.3.1.2 Ocean Transportation Requirements**4.3.1.2.1 Cargo Lift and Advancement of Cargo**

Performance Objective No. 32 –The Contractor must lift cargo onto the vessel identified in the booking. The contractor is encouraged to advance containers to an earlier vessel to the maximum extent possible without bumping cargo already booked to the vessel and only after no-shows and roll-overs from previous voyages ~~which are received prior to the designated cutoff~~ are lifted on the vessel. No prior approval is required from the Government. Within one (1) working day after vessel departure from each POE, the contractor must provide to the cognizant Contracting Officer Representative (COR) a list of cargo by TCN which were booked, but not loaded, and/or loaded, but not booked, and the reasons why cargo was not lifted as booked.

Performance Measures**Performance Standards**

a) Lift as booked

100%

b) Report cargo not lifted as booked

100%

4.3.1.2.2 Customs Clearance

The Contractor must be responsible for all customs charges levied on the vessel.

The Government will provide the contractor with appropriate customs documents at least one (1) business day before arrival of the vessel at the port of discharge. The Government is responsible for preparing all required cargo customs documentation.

Performance Objective No. 33 – The Contractor must deliver prepared customs documents to appropriate customs clearance officials.

Performance Measures**Performance Standards**

Cargo documentation submitted to proper authorities on day of discharge or within one (1) working day of receipt of documentation from the Government

100%

The Contractor must include the service of delivering prepared cargo customs documents to appropriate customs clearance officials in the Contractor's rates and transit times for delivery of shipment.

EXCEPTION: The MTMC activity (currently the 831st Transportation Battalion) in Bahrain or its agent is responsible for preparing all documentation required for obtaining custom clearance of shipments into Saudi Arabia, and presenting the documents to the appropriate host nation officials.

The Contractor must ensure that, upon debarkation, containers remain at the ocean contractor's terminal until the necessary clearances have been obtained and completed documentation has been provided the Contractor to permit on-carriage of containers to final destination.

4.3.1.2.3 Notification of Cargo Held by Customs

Performance Objective No. 34 – The Contractor must promptly notify the COR, or designee, if cargo is held up by customs, or if the local port authorities require direct U. S. Government intervention for cargo terminal clearance.

In such cases, the Government is responsible for concluding cargo customs clearance.

If the carrier delays more than two business days notifying the US government that cargo is held by customs or that direct intervention by the US government is needed, freetime will not run during the time the carrier was aware of the customs delay and the time the carrier notified the Government. —————

4.3.1.2.4 Customs Services – Cargo Clearance

When Government representatives are unavailable to perform cargo customs clearance at Port of Discharge (POD) or inland clearance point, the Government may request Contractor to accomplish cargo customs clearance. The service will be requested in the booking request or as early in the process as possible. If accepted by the Contractor, the Contractor will be paid per booking container at the applicable accessorial rate. This service ~~includes~~ consists of coordination with consignee and local customs authorities to obtain and/or prepare (except for signature) all necessary documentation for custom clearance, delivering documents to the customs office, and ensuring documentation is provided to all local entities as required to permit release and on-carriage of cargo to final destination.

4.3.1.2.4.1. Customs Services – Cargo Clearance in Japanese ports (Nagoya, Hakata, and Kobe)

Due to the of absence of Transportation Movement Offices (TMO) at Kobe, Nagoya and Hakata ports the following ancillary service described herein is provided by the carrier for these specific ports: In addition to the carrier's basic service, the carrier is to provide courier service to be performed by a licensed customs broker for each port. The carrier will present the certified and authenticated Customs Free Import or Export of Cargo or Customs Declaration of Personal Property, USFJ Form 380EJ together with the Ocean Carrier Arrival Notice (OCAN) to the customs office. The courier service charge will be ordered and certified by the Contracting Officer's Representative (COR) of the cognizant military terminal for USFJ Form 380EJ prepared per vessel arrival. The Government shall pay a flat rate of US\$70.00 per USFJ Form 380EJ (per clearance) for the vessel in a port.

Include language to address clearance in Japanese ports of Nagoya, Hakata, and Kobe.

4.3.1.2.5 Customs Clearance – Additional Service

During the effective period of this Contract, the Government may obtain additional customs clearance service not specifically identified in paragraph 4.3.1.2.4. Examples of these services are payments for taxes, dues, fines, and other charges customarily levied on the cargo. Such service may be obtained from the holder of the Universal Service Contract on the rates, as appropriate. Services will be obtained as mutually agreed by the contractor and the Government, and price for such service will be negotiated on a case-by-case basis.

4.3.1.3 Beyond Transportation Requirements

4.3.1.3.1 Free Time

Performance Objective No. 35 – The contractor must provide 7 days freetime, excluding Saturdays/Sundays and holidays form containers/chassis except as indicated below. Freetime will run for any delays caused by the Government. Freetime will commence at 0001 hours on the first working day the container is available for delivery and/or unstuffing. When freetime is exceeded, contractors will be paid at detention rates and for reefer maintenance as stated below.

FREE TIME EXCEPTION FOR SAUDI ARABIA: Free time for all purposes in Saudi Arabia is 15 calendar days. The Contractor will be compensated for use of Contractor-provided containers beyond free time at demurrage/detention rates applicable under this document.

Detention and Maintenance Charges: When return of chassis to the carrier is delayed by the Government beyond the allowable free time and the chassis is(are) being used solely for the carriage of Government owned or leased containers, the carrier shall assess detention charges as specified below:

CONTAINER DETENTION CHARGES
(With or Without Chassis)

PER EACH 24-HOUR PERIOD OR PART THEREOF	FIRST THREE DAYS	THEREAFTER
A. DRY CARGO CONTAINER (includes closed containers, open top containers, flat racks & car carriers)		
20 Feet and Over	\$15.00	\$22.00
40 Feet and Over	\$21.00	\$35.00
B. REFRIGERATED CONTAINER		
20 Feet and Over	\$46.00	\$63.00
40 Feet and Over	\$63.00	\$85.00
C. CHASSIS (Only applies for use with Government owned or leased containers)		
	\$ 5.00	\$ 5.00

MAINTENANCE CHARGES. When the return of refrigerated containers to the Carrier is delayed by the Government beyond the allowable free time, the Carrier may assess a reefer maintenance charge in addition to those charges for container detention. This reefer maintenance charge shall be added to the per diem detention charge when, due to Government delay, the carrier incurs additional expenses in maintaining operation of those refrigerated containers so delayed. The carrier will certify such charges to the Contracting Officer. The application of such additional charges contained in Columns A and B below is as follows:

- (1) Column A - per diem or part thereof charge when refrigerated containers are delayed at those facilities where electrical power is available for direct connection to the Carrier's container.
- (2) Column B - per diem or part thereof charge when refrigerated containers are delayed at those facilities where the Carrier is required to maintain operation of refrigerated containers without the use of electrical power.

Reefer Maintenance Rates

Container Size	Column A (PER 24 HOUR PERIOD OR PART THEREOF)	Column B
20 Feet and Over	\$ 7.76	\$29.90
40 Feet and Over	\$11.21	\$43.70

Note: When a Carrier bills in accordance with Column B above, it must certify that electrical power was unavailable at that facility.

Stop Off

Free time of 4 hours must be allowed for each stop-off. Time must commence to run when the container is placed for unloading at the stop-off location. Time must end when the contractor has been notified that the container is released or when the container is returned to the Contractor, whichever must occur first. However, if the free time has not expired at the end of the working day at the stop-off

location, it will be suspended until 0800 hrs on the next working day. If the free time has expired at the end of the working day, the time will continue to run. Each occurrence of detention will be assessed in whole day increments.

4.3.1.3.2 Delivery Notification

Performance Objective No. 36 – The Contractor must:

- Schedule all deliveries of containers with the consignee at least two (2) working days prior to any actual delivery of containers.
- Not deliver containers on the same day as notification, unless approved by the consignee.
- Deliver all containers to each consignee within the consignee's normal business hours.

4.3.1.3.3 Expedited Delivery

Performance Objective No. 37 – The Contractor must provide expedited delivery when ordered at the time of booking. The Contractor must deliver the container to the consignee in Germany within two (2) working days and one (1) working day at all other locations commencing at 0001 hours on the first working day following vessel discharge or customs clearance of such containers, whichever is later.

Performance Measures

Performance Standards

Delivered within timeframes

100%

EXCEPTION: Expedited delivery of shipments enroute, but prior to commencement of on-carriage at port of discharge, must be by mutual consent of the Government and the Contractor.

EXPEDITED DELIVERY SERVICE SCHEDULE

Minimum Charge (up to 199 miles)	\$250.00
200 miles to 399 miles	\$350.00
400 miles to 599 miles	\$450.00
Over 599 miles	\$450.00 plus \$0.25 per mile

4.3.1.3.4 Stop Off Service

When two (2) to three (3) stop offs are ordered, an additional transit day will be allowed. When four (4) stop offs are ordered, two (2) additional days will be allowed.

Performance Objective No. 38 – The Contractor must provide up to a maximum of four (4) Government ordered stop offs per container when ordered at the time of the booking. The service must consist of spotting the container on a chassis at a location designated by the Government for loading and unloading.

Performance Measures

Performance Standards

Meet booked routing

100%

A per container stop-off charge of \$150 CONUS and \$225 OCONUS will be paid for each stop-off after the first stop. After the third stop, and if the inland service provider must go into overnight to make the next delivery(ies) the stop-off payment will double. If the inland service provider must go overnight on Saturday and/or Sunday to make delivery(ies), then the stop-off payment will triple. When total distance traveled in excess of any one way mileage between the carriers terminal and either origin or destination exceeds fifty miles, an additional stop off charge will be paid for each fifty miles or fraction thereof.

Performance Objective No. 39 – The Contractor by mutual consent must ensure that consignee-requested assistance is available from the inland service provider for unloading at each stop.

4.3.1.3.5 Container Pick Up/Return

Performance Objective No. 40 – The Contractor must remove empty containers within three (3) working days after receiving notice from the Government that the container is available.

Performance Measures**Performance Standards**

a) Timeliness of pick-ups

90%

4.3.1.3.6 Rerouting of Containers**4.3.1.3.6.1 En-Route Port Changes**

Performance Objective No.41– The Contractor must notify the Government of port changes and rerouting information at least two (2) working days in advance of vessel arrival. When the Contractor notifies the Government of a port change, the Contractor must remain responsible for delivering the cargo to the final destination in accordance with the delivery requirements of the booking. The Government will provide the customs documentation to the Contractor at the booked POD and the Contractor will be responsible for presenting it to the customs authorities at the re-routed port. The Contractor must be responsible for increased costs associated with the port change.

Performance Measures**Performance Standards**

Timeliness of notification

100%

4.3.1.3.6.2 Short Stop

The OO may elect, in writing, to take delivery at the Contractor's port instead of at the original inland destination. Free time provisions will apply at the elected port of the short stop. The shipment will be re-priced based on the modified booking.

Performance Objective No. 42 – The Contractor must short stop containers at port of discharge when OO elects to take delivery there instead of inland destination.

4.3.1.3.6.3 Staging

(1) The carrier shall stage containers upon written request of the Contracting Officer or its designated local authority.

(2) After written request by the Contracting Officer or its designated local authority for release from staging, the carrier will commence on-carriage within one (1) working day.

(3) Staging is a Government delay in as such, free time will apply, and detention assessed for delays in excess of free time.

Performance Measures**Performance Standards**

Stage container as requested

100%

Commence on-carriage with one (1) working day

100%

4.3.1.3.6.4 Change of Destination

The OO may elect, in writing, to change the final destination at any time before the container has commenced final inland movement from the place of discharge. The shipment will be re-priced based on the modified booking.

Performance Objective No. 43 – The Contractor must move the container to the new inland destination at the request of the Government at any time before the container has commenced final inland movement from the place of discharge.

4.3.1.3.7 Linehaul for Containerized Ammunition Shipments

The contractor will use a carrier that has been approved by DOD for movement of ammunition. A list of DOD approved carriers can be obtained from Maureen Carlo, MTMC Operations Center, Fort Eustis, Virginia at 757-878-8408. Dual driver service is required. Carrier will provide satellite monitoring that feeds into the Defense Transportation Tracking System (DTTS). For small arms ammunition, shipments, Carrier will provide XXXX security, and provide satellite tracking using DTTS. Need specs here???

4.3.2 Breakbulk and RORO Cargo Requirements

Breakbulk and RORO cargo is booked on a port to port basis.

4.3.2.1 Cargo Lift and Advancement of Cargo

Performance Objective No. 44 – The Contractor must lift cargo onto booked vessel. The Contractor may advance cargo to earlier vessels without prior approval from the Government. The Government will advise Contractor at least one working day prior to local vessel cutoff of any cargo, which will not be available for the booked sailing. A new vessel will be designated based on the projected availability of cargo. This is considered a "roll over" and no-show charges in accordance with paragraph 4.2.2.5 are not applicable. Contractor must load cargo that the Government fails to release on time to meet the sailing of the next scheduled vessel.

4.3.2.2 Services During Hazardous Cargo Handling

Performance Objective No. 45 – The Contractor must provide fireboats, tugs, and pilots when required, on a standby basis, during ammunition, explosives, or other hazardous cargo handling operations.

4.3.2.3 Cargo Berth

The Contractor must load and discharge cargo at a dock or wharf, place or open roadstead designated by the Contractor, except as provided hereinafter.

4.3.2.3.1 Shifting of Berths, Meeting Minimum Tonnage

Performance Objective No. 46 – The Contractor must, for cargo to be loaded or discharged within a vessel's port of call, if such cargo is booked under Free-in or Free-out terms, at the request of the OO/COR, call at, or shift to, any particular dock, wharf, place or open roadstead at which the vessel can lie always safely afloat at any time of tide, or at which the judgment of the master of the vessel may lie safely aground, and to and from which the vessel may safely proceed, at no additional cost, when the aggregate of the Free-in/Free-out cargo to be loaded or discharged at such location will meet the minimum tonnage of 1000 measurement tons for shifting.

4.3.2.3.2 Shifting of Berths, Not Meeting Minimum Tonnage

Performance Objective No. 47 – The Contractor, for cargo loaded or discharged within a vessel's port of call, if such cargo is booked under Free-in or Free-out terms, and the minimum tonnage will not be met, must at the request of the OO/COR, shift the vessel to such a particular dock, wharf, place, or open roadstead. The Government will reimburse the direct costs of such a shift.

4.3.2.3.3 Demurrage If Shift is Requested

If a berth to which the Government directs the Contractor, under Performance Objectives Nos. 58 and 59, is not available upon the vessel's scheduled arrival and will delay the vessel in her schedule, demurrage is payable on a pro-rata basis until the berth is available at the corresponding demurrage rate stated in the a accessorial table. (Demurrage is per vessel day.)

4.3.2.3.4 Reimbursement for Damage

The Government will reimburse the Contractor the cost of repairing any damage to a vessel caused by any unsafe condition of any berth or anchorage to which a vessel is ordered by the Contracting Officer under Sections 4.3.2.5.7.1 and 4.3.2.5.8, provided that notice of such damage is given to the Contracting Officer before the vessel leaves the berth or anchorage where the damage occurred, if such damage is known or suspected at that time, or if not so known or suspected, within a reasonable time after discovery of such damage.

4.3.2.3.5 Free-in/Free-out Terms

All cargo loaded or discharged at any berth or anchorage to which a vessel is ordered by the Contracting Officer under Sections 4.3.2.3.1 and 4.3.2.3.2 must be loaded or discharged under Free-in/Free-out terms unless otherwise mutually agreed between the Government and the Contractor.

4.3.2.4 Terms for Loading and Discharging Services

Performance Objective No. 48 – The Contractor must accept requests for loading and discharging services at the Contractor's water terminal on a Free-in, Free-out, liner term, and/or combination Free-in, Free-out, liner term basis where accessorial rates are awarded.

4.3.2.5 Free-in, Free-out Cargo

4.3.2.5.1 Stowing of Free-in, Free-out Cargo

When cargo is booked as Free-in or Free-out, the Government will bring the cargo into the holds, stow it and/or trim it, tally it, lash it and/or secure it (Free-in), and take it from the holds and discharge it (Free-out) with Customary dispatch, free of any risk, liability, and expense whatsoever to the Contractor. However, nothing herein shall be construed as an expressed or implied indemnification of the contractor for any claims arising out of injuries to stevedoring personnel or other personnel involved in cargo operations resulting from negligence of the vessel operator or due to unseaworthiness of the vessel.

4.3.2.5.2 Loading, Stowing, Trimming, Securing Supervision

Cargo loaded, stowed trimmed and secured by the Government will be under the supervision and to the satisfaction of the Master.

4.3.2.5.3 Stowage Preplans/Plans

Performance Objective No. 49 – When cargo is to be loaded or discharged by the Government, the Contractor must provide to the local terminal commander and to the Ocean Cargo Clearance Authority (OCCA) or Ocean Cargo Booking Office (OCBO) having cognizance over the loading or discharging port, one (1) copy each of the preplan/plan indicating the specific location, pertinent dimensions and total cubic measurement of the vessel space available for the cargo loading or involved with the cargo discharge.

4.3.2.5.4 Dunnage Material

The Government will provide and lay all dunnage material as required for the proper stowage and protection of Free-in/Free-out cargo on board. The Government will be responsible for and pay the cost of removing their dunnage after discharge of the cargo.

Performance Objective No. 50 – The Contractor must ensure the use of all dunnage available on board the vessel.

4.3.2.5.5 Acceptable Cargo Space

Performance Objective No. 51 – The Contractor must provide acceptable space for the cargo.

“Acceptable space” is space with normal access thereto as would normally be used in liner service for the particular type of cargo declared at the time of booking, and must be properly prepared, cleaned and ready to receive the cargo. “Normal access” means such access to the space as will permit efficient and expeditious loading and discharging by means routinely employed in commercial practice in loading and discharging like cargo in liner service in ships service of the same type as the Contractor's vessel. The Contractor must bear all expense of providing acceptable space. If, at the time for loading the cargo, the space provided is not acceptable, the Contracting Officer may reject the space; except that the Contractor and the Contracting Officer may agree that the Government will properly prepare, clean, ready or provide normal access to the space at the Contractor's expense. If space otherwise acceptable is so situated in the vessel that in order to discharge cargo stowed therein it will be necessary to first discharge, move or otherwise handle cargo, the costs of discharging, moving or handling and reloading such cargo must be borne by the Contractor unless the Shipping Order must provide otherwise. Any question as to what constitutes acceptable space which cannot be disposed of by mutual agreement between the Contractor and the Contracting Officer must be a dispute within the meaning of that term as referred to in the DISPUTES Clause of this PWS.

4.3.2.5.6 Use of Cargo Handling Gear

Performance Objective No. 52 – The Contractor must, throughout the duration of the loading and/or discharging, give free use of the vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear.

4.3.2.5.7 Cranemen/Winchmen/Tallymen/Other Crew

Performance Objective No. 53 – The Contractor must, on written request of the OO/COR, provide cranemen/winchmen, tallymen, or others from the crew to operate the Vessel's cargo handling gear, or perform other stevedore functions on the Vessel, unless local regulations prohibit this. Contractor must not be held responsible for refusal of the crew to perform the additional tasks described in this Section. The crew will be under the Government's risk and responsibility and as stevedores to be deemed as their servants but will always work under the supervision of the Master.

4.3.2.5.7.1 Reimbursement of Crew Costs

When such services are performed by the crew in accordance with Section 4.3.2.5.7, the Government will (a) reimburse the Contractor for additional labor costs actually incurred in conformity with labor agreements and (b) reimburse the Contractor for any increased cost or premiums for insurance coverage, in addition to costs not covered by insurance, resulting from compliance with this paragraph.

4.3.2.5.8 Stevedore Damage

The Government will be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage will be notified as soon as reasonably possible by the Master to the Government or its agents and to its Stevedores, failing which the Government will not be held responsible. The Government is obliged to repair any stevedore damage prior to completion of the voyage, but will repair stevedore damage affecting the vessel's seaworthiness or class before the vessel sails from the port where such damage was caused or found. All additional expenses incurred will be for the account of the Government and any time lost will be for the account of and will be paid to the Contractor by the Government at the demurrage rate.

4.3.2.6 Breakbulk/RORO Liner Service

Performance Objective No. 54 – The Contractor must, when ordered and where accessorial rates are awarded, provide liner service on berth terms.

4.3.2.7 Containerization for the Convenience of the Carrier

For breakbulk cargo booked by the Government on a liner term basis, the contractor may, in its discretion, containerize such cargo for its own operational convenience without any additional cost or expense to the Government. However, the cargo is considered breakbulk cargo for the purposes of computing the cargo guarantees for this contract.

4.3.3 Containers/Equipment Requirements

The Government will return containers/equipment in the same condition as received.

4.3.3.1 Container Standards

Contractors must provide containers that are clean, dry, empty, odor free and suitable for protecting cargo from damage and is compliant with International Organization for Standardization (ISO) standards.

Performance Objective No. 55 – The Contractor must provide containers that are compliant with ISO standards and meet common commercial industry practice.

4.3.3.2 Reefer Equipment

Performance Objective No. 56 - The Contractor must provide required refrigerated containers to the stuffing activity in accordance with the booking, including pre-cooling, when requested.

Performance Measures

Performance Standards

Pre-cooled per booking

100%

Performance Objective No. 57 - The Contractor must supply reefer containers that will maintain temperature within three (3) degrees Fahrenheit of the in-transit temperature specified for controlled atmosphere and straight chill, and five (5) degrees Fahrenheit for frozen.

Performance Objective No. 58 - The Contractor must provide continuous measurement of internal temperature using a Ryan type recorder or equivalent.

4.3.3.3 Chassis Requirements

Performance Objective. No. 59 – Containers delivered for transportation by the Government or spotted by the Contractor for stuffing or unstuffing by the Government must be on a Contractor-provided chassis. The chassis must remain with the container while in the custody of the Government unless this requirement is waived by the local receiving facility.

4.3.3.4 Equipment Pools

Performance Objective No. 60 – The Contractor must establish and maintain equipment pools, as necessary, at CONUS and OCONUS inland locations to ensure timely availability for out-loading operations. The expense for operating equipment pools must be borne by the Contractor.

4.3.3.5 Government-Owned/Leased Containers

Performance Objective No. 61 – The container contractor must provide ocean and intermodal services, including a chassis, for Government-provided containers/equipment. The Contractor must return Government-owned/leased containers in the same condition as received.

Performance Objective No. 62 – The Government is not obligated to pay detention charges for Government containers or chassis. The carrier must be liable for loss of or damage to Government containers and chassis while in the carrier's custody to the same extent that the Government is liable for loss of or damage to the carrier's equipment while in the Government's custody under. The carrier must not procure war risk insurance coverage on the Government containers and will not be liable for any loss thereof under circumstances covered by the carrier's war risk insurance on its containers.

Performance Measures

Performance Standards

Return Government equipment undamaged	100%
---------------------------------------	------

4.3.3.6 Hanging Garment Requirements

Performance Objective No. 63 – The Contractor must furnish the necessary apparatus for hanging garments in containers.

4.3.3.7 Flat Rack Containers

Performance Objective No. 64 – The Contractor must furnish flat rack containers as specified in the booking.

Contractor will be paid an additional flat rack surcharge IAW the Table of Accessorial Rates.

4.3.3.8 Notice of Transfer of Cargo

Performance Objective No. 65 – The Contractor must notify the OO, or designee, when cargo is transferred from one container to another or the seal is replaced.

4.3.3.9 Leasing of Containers

Performance Objective No. 66 – The Contractor, when mutually agreed to under this document, must lease containers and other equipment to the Government for use in connection with land and ocean transportation of Government cargo. However, in the case of urgent and compelling circumstances or in the interest of National Defense or Security the PCO may require and the Contractor must furnish containers and chassis for use in connection with land and ocean transportation of Government cargo. Under these circumstances, the Government will require full support of contractors, but acknowledges their satisfactory compliance with this requirement with leasing of at least 50 forty-foot equivalent units to include chassis for any one voyage. Unless otherwise agreed, the Government will return containers and other equipment leased by the Government to the place where such equipment was originally received from the contractor. The Contractor will be paid at the equipment lease rate as stated in the Table of Accessorial Rates.

Performance Measures

Performance Standards

a) Containers provided IAW bookings purposes	Recorded for past performance
b) Generator sets, in case of non-self-sustaining refrigerated containers IAW bookings	Recorded for past performance purposes

The Contractor must be paid at the equipment leasing rates set forth in the Table of Accessorial Rates for equipment leased under this provision. The Contractor must be paid for each twenty four (24) hour or part thereof, Saturdays, Sundays and Holidays included, for the period between the time the equipment is received or ordered from the Contractor, whichever is later, until the time the equipment is returned to the Contractor.

4.3.4 Cargo Requirements

Performance Objective No. 67 - The Contractor must deliver cargo at destination damage-free subject to "Special Provisions" contained herein.

Performance Measures

Performance Standards

a) Number of damage-free containers	99%
b) Number of damage-free breakbulk	98%

4.3.4.1 Bulk Liquids Shipment

The Government will furnish 24,000 liter Type International Maritime Organization (IMO)-1 containers for -shipment of bulk liquids by the contractor.

Requirements for carrier provided tank containers will be negotiated on a case by case basis. as requirements

4.3.4.3 Super Cargo

Performance Objective No. 68 – The Contractor must provide Super Cargo transportation service when required by the booking. The service must consist of transporting, virtualing and accommodating on the vessel one or more personnel designated by the Government to accompany the cargo. The Contractor will be paid the Super Cargo rate set forth in the Table of Accessorial Rates.

4.4 Shipment Tracking

4.4.1 DoD Intransit Visibility Requirements

Performance Objective No. 69 – The Contractor must provide tracing and tracking information to DoD, via direct EDI/OCI feed to GTN, where the Contractor is responsible for providing the underlying service. Tracing is the review of the Contractor's records for the purpose of locating a missing container or shipment.

Performance Measures

Performance Standards

- | | |
|--|-------------|
| a) Access to Contractor's commercial tracing/tracking | 100% |
| b) Tracing and tracking information provided <u>electronically</u> | <u>100%</u> |

4.4.2 Tracking Data

Performance Objective No. 70 –For those transportation and intermodal services provided by Contractors to meet booking requirements, Contractors must provide shipment status reports using the 315 transaction sets in ANSI X-12 EDI standard or OCI to MTMC to enable the Government to track shipments and to support the MRM15 initiatives. Listed below are the reports which Government desires all Contractors to provide for all shipments. ~~It is recognized that commercial capability may not currently exist to permit all Contractors to meet the reporting requirements of some events. These events have been identified as "Optional." Contractor is not required to report events that are outside the scope of the booking.~~

Performance Measures

Performance Standards

- | | |
|--|------|
| a) Provide accurate transaction set 315 | 100% |
| b) Submit 315 report within 24 hours of accomplishing the event. | 100% |

<u>Code</u>	<u>Meaning</u>	<u>Notes</u>
EE	Empty spotted	Optional Empty container outgate in lieu of actual spot is acceptable for shippers having container pools
W	Pickup of Loaded container	Optional Required only if Contractor provides inland dray/line-haul
I	In-gate at Port of Embarkation (POE)	
VD	Vessel sails	This report is required at POE and at transshipment ports

VA	Vessel arrival	Report actual vessel arrival in 4 hrs.
UV	Vessel discharge	This report is required at POD and at Transshipment ports
OA	Out gate from POD	
X1	Deliver to consignee	Optional
EC	Empty container pick-up	Optional

TBD Daily position report Required only for shipments to Central Asia that transit the Russian rail system. Reporting will be by e-mail until reporting requirements are established and included in Transaction Set Implementation Conventions and their controlling concepts of operations approved by Ocean ACI Committee.

Other Events Reporting of other events recognized by the EDI 315 Implementing Convention is optional, by encouraged.

4.4.2.1 Submission of Operational Reports

Performance Objective No. 71- Until MTMC fully integrates EDI into its business processes, the Contractor must provide the cognizant MTMC activity and the military activity responsible for cargo documentation at each port where Government cargo is lifted and/or discharged with certain information in connection with cargo at that port. The Contractor must submit as much of the data that is available within the timeframe for submission. Submission of reports via e-mail is preferred.

1. Cargo Receipt Information (CONUS/OCONUS Port of loading)

- Name of ocean Contractor
- Port of loading
- Date cargo received at port
- Transportation Control Number (TCN)
- Seal and/or keyless lock number

2. Cargo Lift Information (CONUS/OCONUS ports of loading)

- Name of vessel and voyage document number
- Transportation Control Number (TCN)
- Port of discharge
- Final destination
- General description of cargo contents; i.e., General cargo, mail/mail equipment, privately-owned vehicles (POVs), other unboxed wheeled or tracked vehicles, refrigerated cargo
- Seal and/or keyless lock number – NOTE: The Contractor must notify the OO/COR if a seal on any unit of cargo has been broken and/or replaced between the time the Contractor accepted the cargo from the Government and the time of arrival at the inland destination or point of Government acceptance from the Contractor with a complete report of the circumstances and the reasons therefore.

3. Cargo discharge information must indicate the following for each shipment/TCN:

- Name and voyage number of vessel making delivery
- Name and voyage number of original vessel if transshipped
- Date and time the cargo was discharged from the vessel
- Date and time, cargo is available for commencement of drayage or line-haul from discharge port.
- Date, time, and mode of commencement of drayage or linehaul from discharge port.

Performance Measures**Performance Standards**

(a) Cargo receipt information required at CONUS and designated overseas ports of loading. Provided once a day for cargo received since the previous day's report	85%
(b) Cargo lift information. Provided NLT next working day after vessel departure from CONUS/OCONUS port	100%
(c) Cargo discharge information provided as soon as practicable after discharge, but no later than one (1) day following commencement of delivery or next working day after vessel discharge from CONUS/OCONUS port, whichever occurs first.	100%

4.5 Contingency Services

From time to time the Government may request transportation logistics services in support of military peacetime and voluntarily offered contingency operations. The following is a listing of possible services that may be provided under this provision of the contract. Pricing arrangement terms and conditions will be negotiated on a case by case basis prior to the performance of these services.

4.5.1 Cargo Handling

1. Lift-on/lift-off services (containers and cargo) : Services include grounding and mounting containers to/from chassis, flatbed trucks or rail cars. Loading and unloading of high, wide and heavy cargo to/from inland conveyances at ports and inland origin/destination.

2. Rehandling of overweight cargo: Stripping services as described herein. Rehandling services could also include bundling and palletizing cargo stripped from a container due to excess capacity weight of cargo and reloading into another container.

3. Cargo handling at origin or destination. Load/unload cargo into/from container/conveyance at origin/destination block/brace/secure for safe transport; provide materials to block/brace/secure cargo; pack/mark

4.5.2 CFS and Related Services

1. Stuffing, stripping, & transloading: Stuffing services include receiving cargo at the terminal, consolidating, segregating, tallying and loading of cargo into containers. Stripping services include unloading of cargo from the container, segregating and tallying of the cargo. Transloading services is a direct cross dock transfer of cargo from from one conveyance to another without grounding or storing the cargo.

2. Dunnage and materials: All materials used in the services for unitizing, palletizing, blocking or bracing of loose cargo.

3. Export packing and marking: Crating services to ensure safe transport of loose or breakbulk cargo. Services include stenciled markings normally provided in custom of the trade.

4.5.3 Cargo Care and Custody Services

1. Leasing and management of marshalling yard: Services include providing a paved, fenced and secure land area to receive and dispatch loose, breakbulk or containerized cargo. Locations must be able to provide cargo handling and CFS related services as needed.

2. In-transit storage: Services include short stopping of containers or cargo in transit from origin to destination and the movement and storage of such containers or cargo to a temporary warehouse or terminal.

3. Keep-from-freezing: Services to ensure cargo in containers will not freeze or damage due to outside severe cold temperatures. Services will be provided using reefer containers

4. Fumigation: The process of releasing chemical gases into a container to rid of potential pests. Services include opening, closing and sealing of the container prior to shipment.

5. Cargo inspections and surveys: Examination and probing of cargo services. Includes pictures and completion of inspection and survey documentation.

4.5.4 Warehousing and Distribution Services

1. Sorting and stacking: Segregating, tallying and stacking of cargo into a warehouse or distribution center.

2. Consolidations/de-consolidations: Rehandling of cargo from one conveyance to another through a warehouse or distribution center. A sorting of cargo to be loaded and redistributed to various locations.

3. Cold storage: Warehousing facilities with refrigerated rooms and temperature control capabilities.

4. Barcoding/scanning/labeling: Barcoding and labeling of cartons or packages. Scanning services to upload inventory information into a centralized inventory control system.

5. Supply chain reporting: Tracking of logistical services and flows , preparation of automated reports and documents within the supply chain system.

4.5.5 Security (armed guards, convoys): Hiring of security guards to escort trucks and or trains for safe guarding of cargo or containers during inland movement.

4.5.6. In Country Container Management

1. Equipment maintenance and repair (dry containers, reefers, chassis): Technical support and performing repairs and maintenance of intermodal equipment.

2. Equipment inspections and surveys: Technical support for inspection and surveying of intermodal containers and equipment.

3. Outside-the-gate EDI event notification or ITV tracking: EDI event notification for inland pickups and deliveries. Comprehensive ITV shipment tracking.

4.5.7 Services for Special Cargo

1. Hazardous cargo handling: Stuffing, Stripping and Transloading services for IMO hazardous cargo.

2. Ammo special handling: Stuffing, stripping and transloading of ammunitions and explosives.

3. Extraordinary monitoring of cargo: Full 24 hour per day continuous oversight of cargo at designated locations.

4.5.8 In Country Administration

1. Payment of customs duties, port charges or other applicable local charges beyond basic customs clearance service in USC-03.

2. Special documentation preparation: Preparation of special export or import documentation as required by local country authorities to facilitate movement of cargo.

4.5.9 In Country Traffic Management

1. Inland diversions: Short stop of cargo during inland transit. The movement and storage of such containers or cargo to a temporary warehouse or terminal.

2. Diversion and re-consignment of retrograde containers/cargo

3. Airfreight services: The handling of air cargo shipments including transportation and freight forwarding services.

5.0 Specialized Customer Requirements (SCR)

SCR provisions are tailored to specific shippers. If an SCR provision is inconsistent with General Performance Requirements (GPR) (Sections 1 through 4), the SCR provisions replace the GPR provisions. If an SCR provision is consistent with the GPR provision, it supplements the GPR provision. If the SCR section is silent on a term, condition or requirement contained in the GPR section, the GPR section fully applies.

5.1. Contract Rate Tables Applicable to This Section

The shippers authorized to use the SCR rates and terms include:

<u>TABLES</u>	<u>Shipper</u>
6A	Army Air Force Exchange Service
6B	Defense Commissary Agency
6C	DSCP Prime Vendor
6D	Defense Logistic Agency/Velocity Management
6E	Navy Exchange Command
6F	General Services Administration
6G	DCMA Lumber
6H	Military Postal Service

The rates and terms of the General Performance section apply to shipments by these shippers to destinations not included in attachment 5.

5.2 General Requirements

5.2.1. Port Designation Booking

Contractors will designate the port of loading and port of discharge for each single factor rate. Bookings will be made using the combination of ports designated by contractors. Contractors may change the ports to be used for a Single Factor Rate. Any change in price will require approval by the Contracting Officer. Contractors must notify the OO of any change in port designations at time of booking.

5.2.2 Reserved

5.2.3 Reserved

5.2.4 SHIPMENT BOOKING

5.2.4.1 Automated Booking

Contractors must implement an automated booking capability via EDI or OCI with the Integrated Booking System (IBS) within 30 days after award of contract. EDI transaction sets shall comply with approved MTMC standards as described in this contract. Contractor must respond to all cargo offerings, including changes to previous offerings, within 2 hours of the time the cargo offering is released by IBS. Automated booking capability must be maintained 24 hours per day, 365 days a year throughout the period of the contract. Contractors must have one business day to counteroffer any booking processed automatically. Contractor must accept bookings via a carrier provided web site for shippers that prefer to use Direct Booking procedures. During the term of the contract, the government may implement a successor system that will replace IBS and OCI. Contractor will be required to interface with this new system and will be provided at least 120 days notice prior to implementation of the new system.

Performance Measures

Performance Standards

a) Establish automated booking capability implemented within 30 days after award

100%

b) Provide response within 2 hours

98%

5.2.4.2 Placement of Orders

Cargo will be offered to awardees to ensure compliance with awarded cargo minimums by route/zone. With award to multiple carriers, all future bookings will be at the discretion of the Ordering Officer based on a tradeoff analysis between the best value technical factors and price with price being less important than technical factors.

5.2.4.3 Hazardous Cargo

Contractors must transport hazardous materials as provided in Attachment 2 and 3.

5.3 Permanent Service Change Responsibilities

Performance Objective No. 72 – A permanent service change does not relieve the Contractor of any responsibilities (including transit times, frequencies, etc.) to the Government.

~~Contractors must transport hazardous materials as provided in Attachment 2 and 3.~~

5.4 Volume/Service Commitments

5.4.1 Volume Commitments

~~The Government commits to ship the minimum cargo volumes of forty foot equivalent containers as identified in Attachments 5 through 14.~~

~~In the case where the Government fails to ship the minimum guaranteed, the Government will pay the contractor \$500.00 per FEU shortfall.~~

5.4.2 Contractor Service Commitments

5.4.2.1 Sailing Frequency

Performance Objective No. 73 – The Contractor must provide fixed day of the week service and weekly sailings from CONUS ports to OCONUS destination ports for all SCRs rates, except as indicated in paragraph 5.4.2.1.2 below.

Performance Measures

Performance Standards

- | | |
|--|------|
| a) Fixed day of week sailings provided | 100% |
| b) Weekly sailings provided | 90% |

5.4.2.1.1 AAFES English Channel Service

The Contractor must provide two sailings each day, Monday through Friday, both westbound from ports on the Continent in Belgium or Netherlands to ports in the United Kingdom, either at Ipswich or Felixstowe and eastbound from the United Kingdom ports to the ports on the Continent.

~~5.4.2.1.2 Cutoff for Mail Shipments~~

~~Performance Measures~~

~~Performance Standards~~

- | | |
|---|-----------------|
| a) Fixed day of week sailings provided | 100% |
| b) Weekly sailings provided | 90% |

~~5.4.2.1.1 AAFES English Channel Service~~

~~The Contractor must provide two sailings each day, Monday through Friday, both westbound from ports on the Continent in Belgium or Netherlands to ports in the United Kingdom, either at Ipswich or Felixstowe and eastbound from the United Kingdom ports to the ports on the Continent.~~

5.4.2.1.2 Cutoff for Mail Shipments

For shipments originating at the Bulk Mail Center in Jersey City, New Jersey, the cutoff at origin will be one working day prior to vessel loading. Contractor must lift container to the booked vessel when notified by the Government at least one (1) working day prior to the cutoff at origin that container is available for pickup.

5.4.2.2 Reserved Space

Performance Objective No. 74 - The Contractor must reserve space each week for shipments as stated in attachments 5 through 14. This space is in addition to space commitments required in Section 4.1.9.2. Specific award minimums and weekly space reservation requirements to include container pools will be set forth in the award documents.

Performance Measures

Performance Standards

Space provided up to minimum committed

100%

In the case where the contractor does not accept the booking of cargo offered up to the reserved space guarantee, the contractor must pay the Government \$500.00 per FEU booking not accepted. The minimum cargo commitment from the Government to the Contractor will be reduced by the same number of FEUs affected. Contractor must arrange airlift of any mail shipments which miss two (2) consecutive sailings including the booked sailing due to a contractor's failure to perform.

Performance Objective No. 75 — ~~The~~ Government objective for Velocity Management ~~program~~ shipments ~~moving under SCRs~~ is to lift containers to the first available vessel when made available to the carrier prior to the cutoff of the earlier vessel. Contractors are authorized and encouraged to advance Velocity Management containers ~~moving under DLA's SCR~~ to the first available vessel, and completing delivery to the consignee earlier than the RDD. Government may request that select containers be advanced and will coordinate with Contractors for a mutually agreeable accommodation. Shipments originating at DD San Joaquin and DD Susquehanna Ssites are the Velocity Management program containers.

Performance Measure

Performance Standard

Shipments advanced to first available vessel

100%

Performance Objective No. 76 - The Contractor must provide additional space upon 10 days advance notice from the OO as stated in ~~attachments attachment~~ 5 through 14.

5.4.2.3 Transit Times

Performance Objective No. 77 - The Contractor's total transit time from CONUS ports to any OCONUS inland destination must not exceed the transit times stated in attachments 5 through 14. For ~~requirements that are marked to indicate that the transit time standard is "origin" the DLA/M, and DSCP, and MPSCA SCR contracts requirements,~~ carrier's total transit time shall be calculated commencing with the carrier's cutoff date for the origin point where the stuffed container is picked up by the carrier for the vessel booked and ending the day of delivery at the final destination. For all remaining SCR ~~contracts requirements~~ (AAFES, DECA, GSA, MPSCA, Lumber, NEXCOM, Honduras, and Southwest Asia), the transit time shall be measured beginning with the first full twenty-four day as day one, following the date of sailing from the direct load port and ending on day of delivery at final destination. The carrier will release empties/accept loaded containers at a facility within the drayage area of any port for which "pier" service at the port is required and the carrier does not provide an actual vessel call at the port and the service offered by the carrier is via another port as specified in the single factor rate. The carrier will provide a fixed day of week cutoff at their facility and transit time standards will apply from this cutoff.

~~SCR transit times apply to all shipments made by the SCR shippers to destinations covered by attachment 5 to include shipments made using multi-factor rates.~~

Performance Objective No. 78 - When booked ~~from Mechanicsburg Group to under DLA's SCR contractor must provide delivery of Velocity Management containers from the port of discharge, to~~ final destinations in Germany ~~carriers must provide using~~ the most expeditious mode ~~for delivery from the POD to destination.~~ This expedited service is a basic service to be included ~~in rates for the specific SCR SCR rates when Mechanicsburg Group is the origin point,~~ and is not to be considered as an accessorial service as described by paragraph 4.3.1.3.3.

Performance Measures

Performance Standards

Transit times met

97%

For computation of transit time in conjunction with stop offs refer to Section 4.3.1.3.4.

5.4.2.4 Required Delivery Date

Performance Objective No. 79- The Contractor must provide delivery by the RDD specified in the accepted booking. The RDD assigned to shipments moving under ~~the~~ SCR~~s~~ will be based on the time definite standards as prescribed at ~~Attachments 5.~~ ~~for each~~ ~~SCR.~~ RDDs will not require delivery in less time than the time definite standard unless mutually acceptable between the OO and the Contractor. For computation of transit time in conjunction with stop-offs, refer to Section 4.3.1.3.4.

Performance Measures

Performance Standards

RDD met IAW performance objective

95%

5.5 Shipment and Booking

5.6 Transportation Requirements

5.6.1 Free Time

Performance Objective No. 80 - The Contractor must allow the Government free time of ten (10) days total for a dry container and seven (7) days total for a reefer container, excluding Saturdays/Sundays and holidays. For purposes of demurrage/detention, the total free time for SCR shipments can be allocated between the port and final destination as determined by the customer.

5.6.2 Reefer “Late” Gates

Reefer containers will be lifted to the booked vessel if received on the same day as vessel sailing providing that mutual agreeable arrangements have been made with Contractor for a “late” gate.

5.6.3 Ocean Requirements for the AAFES English Channel Service

Performance Objective No. 81 - Contractor shall provide water transportation on a Roll-on/Roll-off (RORO) service on a liner term basis for dry and reefer Government owned/leased trailers between any port on the Continent in Belgium or Netherlands and either Ipswich or Felixstowe in the United Kingdom. Government will deliver and pick-up trailers at docks, piers or yards as designated by the Contractor at POE and POD. Contractor receives trailers from the Government, load and stow trailers on vessel, and discharge trailers. Dimensions of trailers (in meters) are as indicated below:

Type/Size Trailer	Dimensions (length x width x height)
40-foot Cargo (Dry)	12.35 x 2.50 x 3.95
40-foot Cargo (Reefer)	12.80 x 2.50 x 3.95
35-foot Cargo (Dry)	10.80 x 2.50 x 3.95
35-foot Cargo (Reefer)	11.35 x 2.50 x 3.95

The electrical hook-up requirements are standard European plugs, 5 poles, 380 volts.

5.6.4 Expedited Linehaul

~~For shipments moving under the DSCP SCR,~~ Contractors must provide expedited linehaul in CONUS from selected origins to the booked port of embarkation when this service is requested at time of booking by the Ordering Officer. Contractor will be paid at the rates in the Table of Accessorials ~~for~~ the specific origin/port combination requested in the booking. No payment will be made if the requested level of service is not met by the contractor.

5.7 Equipment Requirements

Performance Objective No. 82 - The Contractor must establish and maintain empty dry/reefer container pools ten (10) days prior to the effective date as stated in ~~Attachments 5~~ ~~through 14~~.

Performance Measures

Performance Standards

Pools established and maintained

100%

Performance Objective No. 83 – The Contractor must provide flatracks to meet all movement requirements for shippers ~~under the~~ ~~DLA SCR~~ for Velocity Management. These requirements will not involve over-dimensional cargo and shipments requiring special handling. The flatrack surcharge applicable to the specific route is applicable, and is in addition to the single factor rate of the SCR.

Performance Measures

Performance Standards

Flatracks provided to meet all requirements

100%

5.8 Oversized and Outsized Cargo

The following requirement is currently for informational purposes. Ongoing rates for these services are not being solicited for initial contract award. As requirements develop, ongoing rates for services may be solicited and incorporated into any resultant contract by modification. Prior to issuance of a modification, requirements that arise for these services will be negotiated on a case by case basis. However, we anticipate it will be incorporated into the final USC-04 Solicitation. Cargo origin/ destination points and projected volumes are not available at this time.

Oversized and Outsized Cargo – This requirement is for door-to-door through service for the movement of oversize and outsized cargo from OCONUS points to CONUS destinations and return. Rates should be submitted on a one-way basis (from OCOMUS origin to CONUS destination, and then from CONUS origin to OCONUS destination) and include all necessary sequences for the safe movement of the shipment. Majority of cargo will consist of vehicles and destined to overhaul facilities will be retrograded to prospective OCONUS origin point. However, there may be instances where shipments to alternate destinations will require rates be established as ongoing rates or on a one time only basis.

Requirements:

- a. Cargo shall be shipped under liner terms of service
- b. Cargo must be stowed so that it is protected from damage due to exposure from elements. Below deck stowage of cargo is preferred, but if stowed on deck, cargo must be secured and covered or wrapped for protection.
- c. The carrier shall furnish all required equipment and services necessary for the sea and land transportation of the cargo, including all tiedowns, loading gear, twistlock trailers and protective covers and wrapping. The carrier shall furnish all permits and arrange for escort vehicles required for transportation.
- d. Ports of embarkation (POE) and ports of discharge (POD) shall be selected by the carriers.
- e. Transit Time: (The shipper will provide the transit times)
 1. Required maximum transit time for all cargo originating from all OCONUS origin points, except Southwest Asia, is 60 days door to door. The 60-day transit time also applies to the return trip from CONUS to the OCONUS return point.
 2. Required maximum transit time for all cargo originating from Southwest Asia is 45 days. The 45-day transit time also applies to return trip from CONUS to OCONUS return point.
- f. Consignor will provide the shipper and consignee cargo movement status for each movement from time of pick-up to the time of delivery. Cargo movement status shall be updated at least every seven days. Cargo movement status will supply the following information:
 1. Pick-up date at origin.
 2. Motor Carrier name, if applicable
 3. Name of vessel and departure date at POE, to include any transshipment data, and port/vessel-ETD.
 4. Estimated time of arrival at POD.
 5. Scheduled delivery date at final destination
 6. Offerors shall submit a detailed description of service. Included in this description shall be the following:
 - a. The names of the motor carriers to be used at the CONUS and OCONUS origins and destinations and the services they will provide.

- b. The vessel name (including flag registry), transshipment data (if applicable)
 - c. Number of flatrack containers, or other conveyance utilized (if applicable)
 - d. Total transit time to the final destination.
 - e. Routing of each origin/destination shall be included in description of service. In addition, the carrier should note any limitations, and the reasons therefore, of the described service assets.
7. All shipments referred to the carrier shall be routed, scheduled, managed, and controlled from receipt of shipment request through delivery. Complete shipping documentation shall be in accordance with acceptable commercial practices and applicable Federal and State laws.
 8. The carrier shall provide a Management Information System (MIS) to track and trace all shipments from the date and time of pickup of the date and time of delivery, using a Government furnished transportation control number (TCN), bill of lading number, and the carrier's unique identification number.
 9. Tracking and tracing information shall include at a minimum the dates and times for shipment origin departure, transshipment points, and destination arrival; proof of delivery; and information about shipment delays, as possible.

Examples of oversized and outsized cargos:

25 K-Loaders

<u>Specifications</u>	<u>Weight (pounds)</u>	<u>Dimensions (inches)</u>
Condec 25K	21,685	327 x 110 x 38
Emerson 25K	22,500	322 x 110 x 37.5
SW Mobile 25K	27,500	324 x 111 x 39

40 K-Loaders

<u>Specifications</u>	<u>Weight (pounds)</u>	<u>Dimensions (inches)</u>
Oshkosh 40K	44,000	497 x 122 x 41
Ramirez 40K	49,160	497 x 122 x 80.5
Space Corp 40K	44,000	497 x 122 x 80.5

Tow Tractors

<u>Specifications</u>	<u>Weight (pounds)</u>	<u>Dimensions (inches)</u>
GROVE MB-2	53,000	230.8 x 100.9 x 101
Stewart/Stevenson MB-2	40,000	163 x 96 x 97
Stewart/Stevenson U-30	64,000	300 x 98 x 107

Crash/Fire Trucks

<u>Specifications</u>	<u>Weight (pounds)</u>	<u>Dimensions (inches)</u>
Oshkosh P-4	31,735	360 x 107.5 x 129.5
Oshkosh P-19	22,760	325 x 96 x 120
Oshkosh P-19A	24,100	325 x 96 x 120
Kovatch P-22	20,929	337 x 96 x 109
Kovatch P-24	27,920	337 x 96 x 118

Aircraft Refuelers

<u>Specifications</u>	<u>Weight (pounds)</u>	<u>Dimensions (inches)</u>
Condec R-9	24,995	405 x 103 x 103
Kovatch R-9	22,800	407 x 105 x 103
Oshkosh R-11	26,400	456 x 106 x 102

Vacuum Sweeper

<u>Specifications</u>	<u>Weight (pounds)</u>	<u>Dimensions (inches)</u>
Tymco	16,200	256 x 102 x 115

6.0 Glossary

6.1 Abbreviations/Acronyms

AAFES	-	Army Air Force Exchange Service
BAF	-	Bunker Adjustment Factor
CAF	-	Currency Adjustment Factor
<u>CFS</u>	-	<u>Container Freight Station</u>
CO	-	Contracting Officer
CONUS	-	Continental United States
COR	-	Contracting Officer's Representative
CPA	-	Cargo Preference Act (1904)
DCA	-	Defense Commissary Agency
DFARS	-	Defense Federal Acquisition Regulation Supplement
DLA	-	Defense Logistics Agency
DoD	-	Department of Defense
DSC	-	Deployment Support Command
DTEDI	-	Defense Transportation Electronic Data Interchange
EDI	-	Electronic Data Interchange
FEU	-	Forty Foot Equivalent Unit
FAR	-	Federal Acquisition Regulation
FAK	-	Freight All Kinds
FIO	-	Free In and Out
GSA	-	General Services Administration
IMO	-	International Maritime Organization
ISO	-	International Organization for Standardization
IBS	-	Integrated Booking System
ITGBL	-	International Thru Government Bill of Lading
MsT	-	Measurement Ton (40 Cubic Feet)
MTMC	-	Military Traffic Management Command
MVC	-	Minimum Volume Commitment
NEXCOM	-	Navy Exchange Command
OCBO	-	Ocean Cargo Booking Office
OCCA	-	Ocean Cargo Clearance Authority
OCI	-	Ocean Carrier Interface
OCONUS	-	Outside Continental United States
OO	-	Ordering Officer
PCO	-	Procuring Contracting Officer
POD	-	Port of Discharge
POE	-	Port of Embarkation
POV	-	Privately Owned Vehicle
PWS	-	Performance Work Statement
QCP	-	Quality Control Plan
RDD	-	Required Delivery Date
REEFER	-	Refrigerated Container
RFP	-	Request for Proposals
RORO	-	Roll-On/Roll-Off
SCR	-	Special Customer Requirements
TCMD	-	Transportation Control & Movement Document
TCN	-	Transportation Control Number
TEU	-	Twenty Foot Equivalent Unit
VISA	-	Voluntary Intermodal Sealift Agreement

6.2 Definitions

As used throughout this document, the following terms must have the meaning as set forth below:

Administrative Contracting Officer (ACO) – A Contracting Officer assigned post award functions related to the administration of contracts.

Acceptable Space - Such space with normal access thereto as would normally be used in liner service for the particular type of cargo declared at the time of booking, and must be properly prepared, cleaned and ready to receive the cargo.

~~Alternate Port - An artificial port call structure by which ocean Contractors receive/deliver cargo at a designated range of ports where the Contractor may either make a direct vessel call or serve by substituted service.~~

Alternate Service/Arrangements - Service subcontracted to another provider that is different than the services described in the carriers accepted proposal.

Ammunition Linehaul - Linehaul for ammunition (Class 1.4 and other classes of ammunition and explosives as may be accepted under this contract) that requires use of a carrier approved by DOD for the transport of this commodity and includes, satellite tracking as part of the basic service

Booking - Offer by the Government and acceptance by the Contractor for the transportation of goods pursuant to the applicable rates, terms and conditions of the subject contract.

Breakbulk/RORO Cargo - All cargo that is not containerized.

Commercial Zone - The pickup and delivery limits of cities, ports and municipalities in the United States as defined by the Surface Transportation Board and published in 49 CFR, Part 1048, on the date service is provided by the Contractor.

Container Freight Station (CFS) - A ~~facility receiving, storage and distribution facility for containerized cargo~~ usually operated by the Contractor ~~where loose cargo is received for consolidation/containerization or full container for deconsolidation/unstuffing. Also known as Container Yard (CY). Either can be named by the Contractor as a Bill of Lading point. ?????????~~

Contracting Officer (CO) - A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

Contracting Officer's Representative (COR) - Appointed in writing by the CO, responsible for, but not limited to, the following: monitoring the Contractor's performance in accordance with the terms of the contract; ensuring Contractor's compliance with reporting requirements; providing data for Government reports; verifying/ certifying invoices; and reviewing Contractor claims.

Customs Entry - Documentation submitted by the Importer to obtain customs release of shipments after unloading from vessel by importing Contractor.

Cutoffs -

Local Cutoffs: The date and time publicly established by the carrier when the cargo must be tendered to the carrier at its terminal facility or to the carrier's agent to meet the requirement for lift to the inland origin of the cargo.

Vessel Cutoffs: The date and time publicly established by the carrier when the cargo must be tendered to ~~the~~ the carrier at its terminal facility or to the carrier's agent to meet the requirement for lift to the booked vessel.

Deadfreight - Liability to pay for space booked but not occupied.

Defense Table of Official Distances (DTOD) - The distance source for all rates, standards, or charges which require a point to port, port to point or point to point distance. DTOD is published by ALK Associates of Princeton, NJ. PC*Miler is their commercial, DTOD compliant product.

Demurrage - A penalty charge against shippers or consignees for delaying the Contractor's equipment beyond the allowed free time provision of the tariff.

Detention - Government ordered delay in commencement of drayage/line-haul (container staging) or Government delay in unstuffing of containers at destination when total delay exceeds total free-time allowed, or delay in releasing the containers.

Drayage - The movement of a container between the Contractor's terminal at the port where the container is loaded to, or discharged from, the vessel and another place within the commercial zone or modified zone of that United States port city or within a ten-mile radius of the city limits of that foreign port city, by means other than the Contractor's principal vessels, such as by highway or railway.

Dry Container - A completely enclosed weatherproof container.

Excepted Cargoes Breakbulk/RORO – Aircraft (unboxed), Helicopters, Boats over 40 ft., Oversized cargo, bulk cargo, heavy lift cargo, and explosives (excluding IMO Class 1.4), except where a specific CLIN has been included for the commodity.

Excepted Cargoes Breakbulk/RORO – Aircraft (unboxed), Helicopters, Boats over 40 ft., Oversized cargo, bulk cargo, heavy lift cargo, and explosives (excluding IMO Class 1.4), except where a specific CLIN has been included for the commodity.

Excepted Cargoes Container – Heavy lift cargo, oversized cargo (with the exception of cargo that meets the definition of oversized cargo), explosives (excluding IMO Class 1.4), and specialized containers. (Specialized Containers are all containers other than dry, reefer, ISO tank and flatrack containers).

Explosives - Includes all military explosives (IMO Class 1.1, 1.2, 1.3), military lethal chemicals, and other items included in Title 49 Code of Federal Regulations, Part 171 et seq (CFR et seq).

Flatrack (Platform) Container - A container without weatherproof sides and/or top. Includes platforms, which have no sides or ends and flatracks with rigid or collapsible ends. They can be end loaded or top or side loaded.

Free-In Free-Out - When cargo is booked as Free-in or Free-out, the Government will bring the cargo into the holds, stow it and/or trim it, tally it, lash it and/or secure it (Free-in), and take it from the holds and discharge it (Free-out) with Customary dispatch, free of any risk, liability, and expense whatsoever to the Contractor.

General Cargo: Breakbulk/RORO – All static (non-wheeled cargo) except explosives (excluding IMO Class 1.4), helicopters, shipper owned 20 ft containers, excepted cargo, and hazardous cargo precluded from carriage by a Contractor under a Contractor's policy.

General Cargo: Container – All container cargo except refrigerated cargo, explosives (excluding IMO Class 1.4), over-dimensional cargo, excepted cargo, and hazardous cargo precluded from carriage by a Contractor under a Contractor's policy.

Hazardous Cargo - A substance or material including a hazardous substance, which has been determined by the Secretary of Transportation and International Maritime Organization (IMO) to be capable of posing an unreasonable risk to health, safety and property when transported in commerce and which has been so designated. For purposes of applying Hazardous surcharges or the use of Hazardous commodity rates, Hazardous cargo must be required to be stowed on deck per U.S. Coast Guard Regulations.

Heavy Lift Cargo – Pieces and packages having a gross weight in excess of 50 long tons excluding wheeled or tracked vehicles on RO/RO vessels.

Heavy Vehicles – a breakbulk/RORO cargo – Wheeled or tracked vehicles (unboxed) exceeding 10,000 lbs per unit.

Household Goods -Shipments of household goods and baggage.

International through Government Bill of Lading (ITGBL) Contractor - a Contractor or forwarder of personal property that holds an appropriate certificate(s) or permit(s) issued by a Federal or State regulatory agency approved by DoD. ITGBL Contractors are DoD designated Government Contractors with ordering authority to book Code 3 MHHG under this document.

Light Vehicles – a breakbulk/RORO cargo – Wheeled or tracked vehicles (unboxed) up to and including 10,000 lbs per unit.

Line-Haul - The movement of a container between the Contractor's terminal at the port where the container is loaded to, or discharged from, the vessel and another place outside of the Commercial Zone or modified zone of that United States port city or beyond a 10-mile radius of the city limits of that foreign port city by means other than the Contractor's principal vessels, such as by highway, railway, canal or river, or in specific instances by feeder vessels, ferry or bargeship system.

Liner In/Liner Out - Contractor is responsible for the loading and/or discharging of cargo at port of origin and/or destination and all costs associated thereto.

Liner Terms - The Contractor assumes all responsibility and costs for the transportation of the cargo from the port or point where the cargo is receipted for by the Contractor to the destination port or point where the Contractor makes the cargo available to the consignee. In the case of BB/RO-RO, the cargo is accepted and/or made available within the contractor's terminal. Any costs for the loading or discharging of inland transport within the Contractor's terminal is for the account of the Contractor.

Measurement Ton (Mst) – 40 cubic feet or 2,240 lbs., whichever will generate the highest tonnage units and revenue when applied to the dimensions and weight of cargo.

Normal Access - Such access to the space as will permit efficient and expeditious loading and discharging by means routinely employed in commercial practice in loading and discharging like cargo in liner service in ships service of the same type as the Contractor's vessel.

No Show - Booked cargo that is not available for lift on board the scheduled vessel sailing through no fault of the Contractor and which was not timely cancelled.

Ocean Cargo Booking Office (OCBO) - The MTMC Activity which books DoD sponsored cargo for ocean movement, performs related contract administration, and accomplishes export/import ocean traffic management functions for DoD cargo moving within the DTS. May also perform authorized Customs Entries.

Ocean Cargo Clearance Authority (OCCA) - See Ocean Cargo Booking Office (OCBO)

Ordering Activity - Includes the Commander, Military Traffic Management Command (MTMC), and his designees, including authorized agents of the Government.

Ordering Officer (OO) - Appointed in writing by The Chief, Transportation Acquisition Division, MTMC responsible for but not limited to the following: booking cargo and issuing shipping orders; sampling bookings for low cost; monitoring cargo allocation, if applicable; recommending addition/deletion of routes/ services; and authorizing substitution of equipment and staging.

Over Dimensional Cargo - Cargo that when booked to be shipped as container cargo where any one dimension exceeds any external dimension of a container's width (8') or height (8'6") but does not exceed the following maximum dimensions:

Weight: 48,000 lbs.
Length: 40'00"
Width: 11'00"
Height: 11'00"

Oversized Container Cargo - Cargo which when stowed aboard a cellular container ship would require more space than the space needed to load a 40 ft long, 8'6" high, 8 ft wide dry container; i.e., would require more than one (1) container space of this size. Exceptions to this definition are described as "Over Dimensional Cargo."

Oversized Breakbulk Cargo - Cargo that has any one dimension over 50 feet long, more than eleven (11) feet wide or over eleven (11) feet in height, or as determined by the Ordering Officer, requires special handling equipment for loading aboard or discharging from a vessel because of that cargo's atypical size. All wheeled or tracked vehicles regardless of size are excluded from this definition. Extra length charges are not applicable to cargo defined as oversized cargo.

Procurement Contracting Officer (PCO) - The PCO is responsible for managing all contract actions and substantive contract changes.

Regularly Scheduled Sailings - Sailings at regular intervals maintained between the same port ranges, and consisting of regular arrivals and departures along an established route, which will provide predictable Liner type service.

Required Delivery Date - A date established in the booking by the application of the standards in the contract when cargo must be delivered by the Contractor. RDDs apply to the Contractor's delivery location based on the booking terms. RDD's will incorporate transit standards identified in this document. RDDs will not require delivery in less time than the time definite standard, unless mutually acceptable between the OO and the Contractor in the booking.

SEAVAN Service Codes - MILSTAMP codes which indicate the extent of service for which the ocean Contractor is paid.

When the ocean Contractor's responsibility for movement begins or ends:

K - At the Contractor's terminal (Pier Service).

L - In the commercial zone of the U.S. port city or, outside the U.S., within 10 miles of the port city limits. Certain port cities, which are divided into modified zones as listed in this Contract, are assigned codes 1-9 instead of L (Local Drayage).

1-9 - In a modified zone for certain port cities as defined in this Contract. The number codes used correspond with the zone number in the Contract.

M - At any point not covered by codes K, L, or 1-9.

P - Same as Code M, except that one or more scheduled stop-offs in route to final destination have been booked with the ocean Contractor. Does not apply to local deliveries performed at the expense of the U.S. Government.

S - Same as Code T, except that one or more stop-offs in route to final destinations have been booked with the ocean carrier. Does not apply to local deliveries performed at the expense of the U.S. Government.

T - Same as Code L, 1-9, or M except cargo is booked as a "Through Shipment" under Single Factor Rates for Specialized Customer Requirements (SCR) Section cargo shipments.

Shipper Owned 20 ft Containers: Breakbulk/RORO – government owned container cargo carried by break bulk and/or RORO operators under the Breakbulk/RORO section.

Shortstop – To stop a stuffed container at the carrier's terminal where the Administrative Contracting Officer (ACO) has elected to take delivery, with final destination delivery to be performed by the Government.

Shutout - Cargo that is available for stevedoring but unable to be loaded on board the vessel to which it is booked due to operational circumstances or overbooking of the vessel.

Staging – A delay in commencement of drayage or line-haul or delay in on-carriage transit requested by the Government. Containers may be staged at the carrier's terminal or port facility, or at any other location chosen by the carrier, such as a railhead or barge terminal. Constructive staging is a delay in the final receipt of the cargo by the Government at the inland destination after release and commencement of on-carriage from the discharge port caused by the Government's refusal or inability to accept the containers at the inland destination.

Swing Cargo – Cargo, which may be containerized or shipped breakbulk/RORO.

US Flag Service – Full Service – Service where cargo is only loaded on US Flag ships between ports of embarkation and final port of discharge.

Combination Service – Service where the cargo is loaded on US Flag ships for at least one segment of the transocean carriage.

Water Clearance Authority (WCA) – An activity, which controls and monitors the flow of cargo into ocean terminals. See MILSTAMP Appendix J. May also perform authorized Customs Entries.

Wheeled or Tracked Vehicles - (Unboxed and Containerized) - Includes all types of unboxed, land or amphibious vehicles, set up on wheels or tracks, whether or not self propelled.

6.3 General Definition of Trade Areas

Africa: Includes all ports within East Africa, South Africa, West Africa and the Ascension Island.

Azores: Includes the port of Praia da Victoria, Terceira Island.

Baltic: Includes ports in Estonia, Latvia, Lithuania, Poland, Norway, Denmark, Finland, Sweden and Russian (West Coast).

Black Sea: Includes ports within the following countries: Bulgaria, ~~Crimea~~, Georgia, Romania, Russia, Turkey, and Ukraine.

Caribbean: Includes ports in the Caribbean Area and the following countries: Bahamas, Bermuda Islands, Cuba, Dominican Republic, Haiti, Jamaica, Lesser Antilles, Puerto Rico, Trinidad, and the Virgin Islands, St. Croix and St. Thomas.

Central America: Includes ports within the following countries: Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, and Panama.

Continental Europe & United Kingdom & Ireland: Includes ports on the north and west coasts of Europe from the northern border of Germany to the northwestern junction of Spain and Portugal and all ports within the British Isles and Ireland; Belgium, Benelux, Faroe Islands, France (Western Coast), Germany, Ireland, Netherlands, Portugal (Northwestern Junction), Shetland Islands, Spain (Bay Biscay ports) and United Kingdom.

Far East Area: Includes ports within the following countries, colonies, island and island groups; Japan, North and South Korea, China (PRC), Taiwan, Hong Kong, Philippine Islands, Ryukyu Islands (Okinawa), Bonin Islands, Thailand, Indonesia, Malaysia, Singapore, Vietnam, and Cambodia.

Hawaii: Includes all Hawaiian ports: Kauai, Kure Island, Lanai, Mainland Hawaii, Maui, Niihau, Oahu and Tern Island

Iceland: Includes all Iceland ports.

Indian Ocean: Seychelles Islands.

Mediterranean Area: Includes ports in Portugal, Spanish ports between the boundary of Portugal and Gibraltar, ports of Morocco including Atlantic ports, ports of the Madeira and Canary Islands, ports of the Mediterranean and arms thereof, including the Bosphorus and inlands or island groups within the Mediterranean, but does not include ports of the Black Sea: The Mediterranean includes zones Adriatic Sea, Eastern Mediterranean and Western Mediterranean.

Mexico: Includes all ports in Mexico.

Middle East Area: Includes ports in the Red Sea, the Gulf of Aden, the Gulf of Oman, the Arabian Gulf and the Persian Gulf: Arabian Sea, Bay of Bengal & Andaman Sea, Gulf of Aden, Gulf of Aqaba, Gulf of Suez, Red Sea, Kuwait, Persian Gulf, Gulf of Oman, and Seychelles.

Oceania: Includes ports in the Mariana Islands, Guam, Coral Sea, New Guinea, Solomon Islands, Marshall Islands, Kwajalein, Australia, New Zealand, Samoa Islands, Fiji, Cook Islands, French Polynesia, Caroline Islands, Wake Island, Johnston Atoll, and the Midway Islands.

South America: Includes ports in Columbia, Brazil, Uruguay, Ecuador, Chile, Peru and Argentina, Columbia East Coast, Columbia West Coast, Falkland Island, Paraguay, Venezuela.

South Asia: Includes ports in Pakistan, India, Burma, Sri Lanka and Bangladesh.

U.S. East Coast: Includes ports between the boundary of Maine and Canada and the Southern tip of Key West Florida.

U.S. Gulf Coast: Includes ports between the boundary of Texas and Mexico on the Gulf of Mexico and Key West Florida on the Gulf of Mexico side.

U.S. West Coast: Includes ports between the boundary of California and Mexico and the States of Washington and Canada.

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77	US East Coast – Oceania
78	US Gulf Coast – Oceania
79	Hawaii – Oceania
80	Oceania – Middle East
81	Oceania Interport
83	Central America – Far East
84	Central America – Caribbean
85	Mediterranean – Oceania <u>Hawaii – Middle East</u>

6.5 Descriptions of Certain Route/Zone Indices

The routes below have been structured into zones so that countries/ports can be grouped to best reflect market conditions and minimize the number of rates to be submitted by contractors. The service provided by contractors who provide rates for specific zones will be reflected in service profiles as described in proposals and vessel schedules maintained with the booking office.

6.5.1 Far East Area (Route Index Numbers 01, 08, 14, 16, 19, 51 and 61)

(a) CONUS - Far East Area (Route Indices 01, 08, and 14) rates stated herein cover the service between United States ports and ports of the countries, colonies, islands, island groups or specific ports as indicated, within the following zones.

<u>Route Index/Zone</u>	<u>Country/Port Description</u>
A2	Korea
A3	Okinawa
A6	Philippines Islands (Manila)
A7	Malaysia
A8	Singapore
A9	Thailand
B1	China
B2	Hong Kong
B3	Indonesia
B4	Taiwan
B5	Vietnam
E	Japan
F	Russia Pacific Ports

(b) Hawaii - Far East (Route Index Number 16) rates stated herein cover directional service between Hawaiian Island ports and the Far East zones as defined by Section 6.5.1(c)(1) below.

(c) Far East Interport (Route Index Number 19) countries are grouped into zones as indicated.

GROUP ZONE	Countries
------------	-----------

- | | | | |
|-----|----|-----------|--|
| (1) | A. | N.E.Asia: | Japan, Korea, & Okinawa |
| | B. | Chinas: | China, Hong Kong, & Taiwan |
| | C. | S.E.Asia: | Indonesia, Malaysia, Philippines,
Singapore, Thailand, Vietnam, Cambodia & Laos |

(2) INTRAZONE INTRAROUTE

- | | |
|----|-------------------------|
| A1 | Japan-Korea |
| A2 | Korea-Japan |
| A3 | Okinawa-Japan |
| A4 | Japan-Okinawa |
| A5 | Okinawa-Korea |
| A6 | Korea-Okinawa |
| B1 | Between ports Chinas |
| C1 | Between ports S.E. Asia |

The rates are directional between Group zones. Within Intrazones Chinas and Southeast Asia rates are “between rates.” Within Intrazone N.E. Asia there are three “directional rate sets”, as described above A1 through A6.

- (d) Far East - to/from other OCONUS Ports (Route Indices 49,50, 51, and 61) rates stated herein cover directional service between the Far East Group zones listed in Section 6.5.1(c)(1) above and the respective OCONUS zones.

6.5.2 Mediterranean Area (Route Index Numbers 06, 12, 34, 63, 66 and 70):

The Mediterranean area is divided into three zones. Zone A (Western Mediterranean) will embrace the area bounded by a line from the north Portugal - Spain border west and south of the Madeira and Canary Islands to the southern border of Morocco, thence northward and eastward to the Tunisia - Libya border and northeastward to Cape Spartivento in Italy, but east of Malta and Sicily and thence northward and westward along the west coast of Italy and the Mediterranean coast of France and Spain and west to the point of beginning. Zone B (Eastern Mediterranean) will embrace the remaining area in the Mediterranean lying eastward of the east boundary of Zone, except as otherwise provided in Zone C (Adriatic Sea).

The geographical areas affected are identified under their respective zones as follows:

Zone A (Western Mediterranean) includes ports in:

Portugal	Spain	- (From Southern boundary of Portugal to Mediterranean border of France)
Gibraltar	France	- (Mediterranean ports)
Monaco	Morocco	
Algeria	Italy	- (Tyrrhenian and Ligurian ports)
Tunisia	Malta	
Sardinia	Sicily	
Canary Islands	Madeira Islands	
Other islands lying within the zone		

Zone B (Eastern Mediterranean) includes ports in:

Libya	Greece	
Crete	Italy-	(except Adriatic and Ionian ports)
Lebanon	Turkey-	(Mediterranean ports including the Bosphorus but not including the Black Sea)
Israel		
Cyprus	Egypt-	(Mediterranean ports)
Other islands lying within the zone		

Zone C (Adriatic Sea) includes ports in:

Albania
Croatia
Italy (Adriatic and Ionian ports)
Slovenia
Montenegro (Yugoslavia)

6.5.3 Mediterranean Interport (Route Index Number 20):

The Mediterranean Interport rates stated herein cover service between ports in the Mediterranean area and apply on movements ~~between zones or within a zone, within a single zone and between zones.~~

Route Index/Zone ——— Description

A	Within a Single Zone (A or B or C)
B	Between Zones A and B or A and C, or B and C.

6.5.4 Mediterranean - Middle East Interport (Route Index Number 57):

The rates stated herein cover service between the Middle East zones as defined in Section 6.5.8 and ports in the Mediterranean area, as identified in Section 6.5.2.

For directional purpose, "from" the Mediterranean to the Middle East is considered outbound.

6.5.5 Central America/Mexico (Route Index Numbers 28, 39, and 43)

(a) CONUS - Central America (Route Indices 28, 39 and 43) rates stated herein cover service between United States ports and ports of Central America via the following zones ~~and base ports.~~

Route Index/Zone

A (West Coast of Central America) includes ports in:

Mexico (WC)
Guatemala (WC)
El Salvador
Nicaragua (WC)

B (East Coast of Central America) includes ports in:

Mexico (EC)
Belize
Guatemala (EC)
Nicaragua (EC)

C (South Central America) Includes ports in:

Panama
Costa Rica

(b) Central America – Mediterranean (Route Index 66) rates stated herein cover services between the zones in Central America as defined in Section 6.5.5(a) above and the zones in the Mediterranean as defined in Section 6.5.2.

(c) Central America – Oceania (Route Index 69) rates stated herein cover services between the zones in Central America as defined in Section 6.5.5(a) above and zones in Oceania as defined in Section 6.5.11(a).

(d) Central America – Continental Europe, United Kingdom, Ireland (Route Index 65) rates stated herein cover services between zones in Central America and ports in Continental Europe, United Kingdom and Ireland as defined in Section 6.5.5 above.

(e) Central America – Far East (Route Index 83) rates stated herein cover services between zones in Central America as defined in Section 6.5.5(a) above and zones in Far East as defined in Section 6.5.1(c).

6.5.6 Caribbean (Route Index Numbers 18, 37, 42 and 84):

(a) CONUS – Caribbean (Route Indices 18, 37, 42 and 84) rates stated herein cover services between ports in CONUS and ports within the following zones of the Caribbean, except Zone E, Puerto Rico, which is included only for Routes 18 and 84:

Route Index Zones	Country/ Base Ports
A (Bahamas Area)	Bahamas Turks and Caicos
B Eastern Caribbean	Aruba Curacao Bonaire Trinidad & Tobago Grenadines Barbados Grenada St Vincent St Lucia Martinique Dominica Guadeloupe Antigua Barbuda Montserrat Saba St Kitts/Nevis St Barthelemy Anquilla St Martin/Maarten British Virgin Islands
C. Jamaica/Caymans Dominican Republic	Caymans Jamaica Dominican Republic
D. Haiti	Haiti
E. Puerto Rico	Puerto Rico (Interport service)

(b) The Caribbean Interport (Route Index Number 18) rates stated herein cover services between ports in the Caribbean area and apply on movements within a single zone or between zones and include Puerto Rico and US Virgin Islands.

(c) Central America – Caribbean (Route Index Number 84) rates stated herein cover the services between the Caribbean as defined in Section 6.5.6(a) above and zones in Central America.

6.5.7 Scandinavia/Baltic (Route Index Numbers 10 and 32):

(a) CONUS – Baltic rates stated herein cover service between United States ports and Baltic countries via the following zones ~~and base ports.~~

Route Index Zone	Country	Base Port(s)
A	Norway	Oslo
B	Sweden	Gothenberg Varburg
C	Finland	Helsinki

D	Denmark	Aarhus
E	Estonia	Copenhagen Tallinn
F	Latvia	Riga
G	Lithuania	Klaipeda
H	Poland	Gdynia

(b) Baltic Interport (Route Index 24):

The Baltic Interport rates stated herein cover service between ports in Continental Europe, the United Kingdom and Ireland and in the above countries.

Rates stated herein cover service, directionally, for the Baltic zones and ports in Continental Europe, United Kingdom and & Ireland. For directional purposes, from Baltic is considered outbound.

6.5.8 Middle East, South Asia and Indian Ocean Area (Route Index Numbers 07, 13 and 47):

CONUS - Middle East Area rates stated herein cover the service between United States ports and ports of the Middle Eastern countries within the following zones.

Route Index Zone	Description
F2	Republic of Kuwait.
F3	Persian Gulf and Gulf of Oman ports include: Dammam, Saudi Arabia; United Arab Emirate (UAE) ports; Bahrain; Qatar, and Mina Qaboos (includes the ports of Muscat and Muttrah).
F4	Arabian Sea ports are limited to the following: Ports in Oman (South of Mina Qaboos); Ports in the People's Democratic Republic of Yemen

CONUS - South Asia rates stated herein cover service between United States ports and ports within the following zone(s):

Route Index Zone	Description
B	Pakistan and India West Coast Ports

CONUS - Indian Ocean rates stated herein cover service between United States ports and ports within the following zone(s):

Route Index Zone	Description
C	Victoria Harbor, Seychelles Islands
D	Gulf of Aden (except ports in Yemen), Gulf of Aqaba, Gulf of Suez and Red Sea

Route Index Zone	Description
E	Bay of Bengal and Andaman Sea ports to include: India (EC), Burma, Sri Lanka, and Bangladesh

6.5.9 South America (Route Index Numbers 53, 55 and 56):

CONUS - South America rates states herein cover service between United States ports and ports on the East and West coasts of South America via the following zones, ~~and base ports.~~

Route Index Zone	Country	Base Port(s)
------------------	---------	--------------

East Coast of South America

A1	Columbia	Barranquilla Cartagena Santa Marta
A2	Brazil	Fortaleza Recife Rio de Janeiro
A3	Uruguay	Montevideo
A4	Argentina	Santos Buenos Aires
A5	French Guinea Guyana Suriname Venezuela	Cayenne Georgetown Paramaribo

West Coast of South America

B1	Columbia	Buenaventura
B2	Ecuador	Guayaquil
B3	Peru	Gallao Matarani
B4	Chile	Arica Antofagasta Valparaise

6.5.10 Continental Europe & United Kingdom & Ireland - Middle East Interport (Route Index 02):

The rates stated herein cover service, directionally, from the Middle East zones as defined in Section 6.5.8 to ports in Continental Europe & United Kingdom and Ireland. For directional purposes, "from" Continental Europe & United Kingdom to the Middle East will be considered outbound.

6.5.11 Oceania Area

(a) CONUS – Oceania (Route Indices 77 and 54) rates stated herein cover services between United States ports and ports of the countries, islands and island groups or specific ports as indicated within the following zones:

<u>Route Index/Zone</u>	<u>Country/Base Ports</u>
Zone A1	Australia
Zone A2	New Zealand
Zone B1	Northern Mariana Islands
Zone B2	Guam
Zone C	American Samoa
Zone D	Kwajaleins
Zone E	N. Central Pacific (Johnston, Midway, Wake)
Zone F	Micronesia
Zone G	Marshall Islands (Except Kwaj)
Zone H	Coral Sea Area
Zone I	South Pacific Islands
Zone J	Palau

(b) Central America – Oceania (Route Index 69) rates stated herein cover services between the zones in Central America as defined in Section 6.5.5 and the zones in Oceania as defined in Section 6.5.11(a).

(c) Continental Europe, United Kingdom, Ireland – Oceania (Route Index 72) rates stated herein cover services between ports in Continental Europe, United Kingdom and Ireland, and the zones in Oceania as defined in Section 6.5.11(a).

(d) Mediterranean – Oceania (Route Index 85) rates stated herein cover services between zones in the Mediterranean as defined in Section 6.5.2 and zones in the Oceania as defined in Section 6.5.11(a).

(e) Hawaii – Oceania (Route 79) rates stated herein cover services between ports of the Hawaiian Islands and the Oceania zones as defined in Section 6.5.11(a) above.

(f) Oceania – Middle East, South Asia, Indian Ocean (Route 80) rates stated herein cover services between zones in Oceania as defined in Section 6.5.11(a) and zones in the Middle East, South Asia, Indian Ocean as defined in Section 6.5.8.

6.5.12 Africa

(a) CONUS – Africa (Routes 60, 67, and 73) rates stated herein cover services between United States ports and port of the countries as indicated with the following zones:

Zone 1 West Africa - All ports in Africa from Western Sahara to Angola. (All Morocco ports are in West Med.)

Zone 2 South Africa - Ports in Namibia and South Africa

Zone 3 East Africa - All ports from Mozambique and continuing to include Somali Indian Ocean ports. Also includes ports in Madagascar.

Africa Red Sea and Gulf of Aden ports are included in Mideast area. North Africa is included in Mediterranean area.

(b) Continental Europe, UK and Ireland – Africa (Route Index 71) rates stated herein cover services between ports in Continental Europe, United Kingdom, and Ireland and the zones in Africa as defined in Section 6.5.12(a).

(c) Mediterranean – Africa (Route Index 74) rates stated herein cover services between zones in the Mediterranean as defined in Section 6.5.2 and the zones in Africa as defined in Section 6.5.12(a).

(d) Middle East, South Asia and Indian Ocean – Africa (Route Index 75) rates stated herein cover services between zones in the Middle East, South Asia and Indian Ocean as defined in Section 6.5.8 and the zones in Africa as defined in Section 6.5.12(a).

6.5.13 Designated Ports with Port Arbitraries

Contractors may establish port arbitraries, by the effective date of the contract, for selected countries/ports when ocean rates have not been provided for the route/zone designated to service this area or the contractor's service profile for a route/zone does not include regular service to the specific country/port. The port arbitrary surcharge is used in conjunction with an accepted ocean rate for a route/zone to link the service on the route/zone with the feeder service to the country/port covered by the port arbitrary. Arbitraries established after the effective date of the contract are subject to the Protection from Competition Clause. Port arbitraries may be provided for the following countries/ports:

Countries/Ports

Algeria
Tunisia
Cyprus
Black Sea Ports
Norway East
Sweden
Finland
Denmark
Estonia
Latvia
Lithuania
Poland
Norway West
Morocco
Rhine River Ports

RATE RULES

A-1 CONTAINER RATES

A. APPLICATION OF OCEAN FREIGHT RATES

1. General Application. All rates included herein are based on Liner Terms. Except as otherwise provided, all basic ocean freight rates are stated in U.S. dollars and cents per manifested type/size container and apply between carrier's terminal at the loading port and the carrier's terminal at the discharge port. Basic ocean freight rates shall be applicable, to all categories of cargo except as specified below.

(a) CARGO shipped in FLATRACK containers shall be freighted at the General Cargo container rate. In addition, the carrier's lump sum flatrack surcharge will be added to the total freight for this cargo. This provision is not applicable to excepted commodities. The flatrack surcharge is for each route index by size container and direction of movement. The outbound direction for each route is the first geographic origin identified for the route at paragraph 6.4. For interports, the surcharge is a "between" rate for each size container. For cargo moving under single factor rates, the flatrack surcharge applicable to the specific route, size and direction is applicable, and is in addition to the single factor rate.

(b) MOVEMENT OF EMPTY GOVERNMENT OWNED OR LEASED CONTAINERS

The basic rate for empty Government furnished containers will be fifty percent (50%) of the applicable general cargo container rate, except for empty Government flat rack containers, car carriers, or other specialized types of containers.

(i) The carrier's charges for drayage or inland of empty Government containers will be the same as the Carrier rates contained in the Schedule of Rates.

(ii) When the carrier provides any of the services for Accessorial rates, in connection with service provided to Government containers, the appropriate Carrier rates contained in the Schedule of Rates will be applicable.

(c) HAZARDOUS CARGO SURCHARGE – The lump sum surcharge will only apply, per container, to hazardous cargo requiring on deck stowage per Coast Guard Regulations. The surcharge will be in addition to the general cargo container rate. This charge does not apply to excepted commodities.

(d) SMALL ARMS AMMUNITION – Small Arms Ammunition (International Marine Organization (IMO) Class 1.4) is moved at the same rate as general cargo.

(e) TWENTY-FOOT DRY CONTAINER FORMULA –For non-designated routes, 20 foot dry container ocean rates will be calculated at 75% of the applicable 40 foot and over dry rates and rounded to the nearest dollar. This formula is not applicable to single factor rates or linehaul rates.

(ef) FORTY-FIVE FOOT CONTAINERS. A surcharge of 12.5% of the basic rate for a 40 foot container shall be applied for use of a 45 foot (or greater) container.

(fg) HIGH CUBE CONTAINERS. A container (dry or reefer) in excess of 8'6" in height shall be paid at the same rate as an 8'6" container.

(gh) COMMINGLING OF GOVERNMENT LTL AND COMMERCIAL CARGO:

Government cargo commingled with commercial cargo shall be freighted in accordance with the following formula: Carrier's basic ocean rate for a 40' container divided by 59 multiplied by manifested cargo measurement tons; a 20' container is divided by 29 multiplied by manifested cargo measurement tons.

(hi) TANK CONTAINERS: Bulk liquid commodities will be containerized in Government owned or leased 24,000 Liter Type IMO-1. Bulk Tank Containers. The Government will pay for such service at the rates for each overland linehaul segment; the ocean segment will be paid at the carrier's 20-foot general cargo dry container rate, plus an additional lump sum surcharge of \$500.00 for each loaded tank container or empty tank container that is NOT cleaned, sealed and certified. Clean and empty tank containers will be paid at the carrier's 20-foot general cargo dry container rate, without the surcharge for the ocean segment. Carrier provided tank containers will be negotiated on a case by case basis.

(ij) RATES FOR SPECIALIZED CUSTOMER REQUIREMENTS (SCR): Single factor rates will apply to majority of cargo moving under SCRs. These are "all in" rates except for Currency Adjustment Factor (CAF), Bunker Adjustment Factor (BAF), and other accessorial~~s~~ identified in the contract. Single factor rates can apply to point to point, point to port, or port to point movements. In order to minimize number of rates while maximizing the volume of cargo moving under SCRs, linehaul rates in the General Section can be used in

~~conjunction with port to point rates to meet point to point requirements whenever a specific single factor rate for the same point to point is not available in the SCR. Specific point to port linehaul rates in the General Section will have precedence over the mileage rates when linking rates with the single factor rates of the SCR.~~

~~(j)-(k)~~ PORT ARBITRARIES: A lump sum surcharge by size container and commodity is applicable for selected ports

3. Inland Rate Application CONUS

(a) The rate stated for drayage or linehaul between the port of call and a United States port city, inland city or a place other than a city shall apply to any place within the Commercial Zone as described by the Surface Transportation Board (STB) or modified zone of such city or limits of such place.

(b) In the absence of specific linehaul rates between points within CONUS, inland charges are computed using mileage band rates, multiplied by the mileage found in the Defense Table of Official Distances (DTOD). Rates for mileage bands under fifty-one (51) miles are per container. Mileage rates are stated as one way mile rates by container size and are only used where no specific point/port rate exists. The DTOD is the official source for calculating distances when applying mileage rates. A commercial product that is DTOD-compliant is "PC*Miler" that will produce distance calculations identical to DTOD. Contractors who have PC*Miler will be provided a file of the official mileages to be used for all point to port and port to point combinations using mileage based rates. Contractors who elect to use another source for computing mileages cannot be provided this file. Should there be any differences in the mileages computed by DTOD and the mileage invoiced by the contractor, the contractor will be paid based on the DTOD mileages. Mileage rates apply between points and ports in the country named in the rate table, except that the US mileage rate table shall also apply from/to points in Canada and include ports in the US and Canada.

~~(c) When a carrier serves an Alternate Port by inland rather than actual ship call, the inland rate applies from the alternate port to the direct call port. No drayage is applicable at the alternate port.~~

~~(dc)~~ When a contractor serves a CONUS port city by actual ship call, the drayage rate applies between the contractor's terminal at that port of call and places within the port areas as defined by Attachment 4.

4. Drayage/Inland Rate Application OCONUS.

(a) When a carrier serves a foreign port city by actual ship call, the drayage rate applies between the carrier's terminal at that port of call and places within a 10-mile radius of the city limits of that foreign port city. designated by the government. The port arbitrary will be added to the ocean rate for the route/zone to be used for the specific movement and is applicable to all directions of movement. Port Arbitraries are not to be used in conjunction with single factor rates. Paragraph 6.5.13 identifies the ports for which port arbitraries may be established for this contract. The surcharge will be listed in the Table 7, Accessorial Requirement Rates.

~~(kb)~~ Customs Facilitation Fee. This fee based on a cost per booking (Port Call File Number) is to compensate carriers for assisting consignees with the custom clearance of cargo in areas where there is no government presence.

B. APPLICATION OF DRAYAGE AND INLAND RATES

1. General Application. All drayage or inland services rates are stated in dollars and cents per manifested container size/type and are applicable for drayage or inland services furnished by the Carrier in conjunction with basic ocean services. All drayage and inland rates are for between service. No directional rates will apply under this contract. Drayage or inland charges for excepted and oversized cargo will be negotiated with the CO prior to booking. Drayage and inland rates apply for tanker containers unless specifically provided herein.

2. Percentage Differential Accessorial for Refrigerated Cargo. Rates for drayage or inland service in connection with the transportation of refrigerated cargo are applied at an additional 5% of the basic general cargo drayage, inland or mileage rate unless rates for reefer linehaul are specifically provided herein.

~~(ba)~~ The rate stated for linehaul between the port of call and a foreign inland city or an inland place other than a city, shall apply to any place within a 10-mile radius of the city limits of such city or limits of such place.

5. Inland Service by Ferry or by Barge-Ship Systems.

Inland rates shall apply to inland service provided by commercial ferry, or by commercial barge ship systems in the following instances:

- (a) Between ports in the United Kingdom and ports in Eire.
- (b) Between ports on the mainland of Italy and ports of Sicily and Sardinia.

- (c) Between ports in mainland Greece and ports in Crete.
 (d) Between ports in Japan and Misawa, Japan

6. Grouping of Certain Ports, Cities, and Place.

In order to avoid proliferation of rates, certain ports and inland points have been grouped together as described in Attachment 4, City Report by Locations. Provisions applicable to these groupings are set forth below:

(a) Service via the German ports of Hamburg, Bremen and Bremerhaven shall be considered alternate ports to be interchangeable in connection with the application of line-haul rates between actual port of call and inland cities or other inland places. Service via the Benelux ports of Antwerp, Zeebrugge, Rotterdam and Amsterdam shall be considered alternate ports to be similarly interchangeable in connection with the application of line-haul rates between the actual port of call and inland cities or other inland places.

(b) Certain OCONUS port cities, inland cities or and other inland places have been arranged into geographic groups. The line-haul rate for a particular group applies to line-haul service between the contractor's terminal at the port of call and any place within a 10-mile radius of the city limits of each inland city or limits of other places within that group.




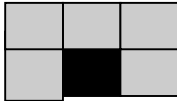
(c) In addition, certain CONUS inland points and places have been arranged into geographic groups. The line-haul rate for a particular group applies for line-haul service between the contractor's terminal at the port of call and any place within the Commercial Zone, as described by the STB, of each city within the group, including all unincorporated areas and all of any other municipality, any part of which lies within such zones.

(d) Government will provide contractors with a listing of all points included within the geographical groupings as configured based on above criteria.

C. OVERDIMENSIONAL CARGO

(1) Selection of the equipment used for ocean transportation shall not result in over length dimensions when the cargo is loaded on the container, unless the carrier and the Government mutually agree to this at the time of cargo booking. For example, cargo 24 feet in length shall be loaded on a 40 foot flatrack, not a 20 foot flatrack.

(2) Charges for over dimensional cargo stowed on a vessel in containers shall equal the additional ocean rate for equivalent displaced standard dry container(s) by size, in accordance with the following formula (which includes use of a flatrack container):

In gauge:	$\frac{\text{BOF (Basic ocean freight)} + \text{FRS (Flat rack surcharge)}}{\text{TP (Total price)}}$	
Over height:	$\frac{\text{BOF} + (\text{BOF} \times 65\%) + \text{FRS}}{\text{TP}}$	
Over width:	$\frac{\text{BOF} + ((\text{BOF} \times 2) \times 65\%) + \text{FRS}}{\text{TP}}$	
Over height and over width:	$\frac{\text{BOF} + ((\text{BOF} \times 5) \times 65\%) + \text{FRS}}{\text{TP}}$	

NOTE: The blocks in the above examples depict the displaced cells based on shipments being over height, over width, or both over height and over width. The black block is the loaded flatrack and the gray blocks are the displaced cells.

A 35% discount off the basic ocean freight rate shall be applied for displaced slots in any configuration.

(3) If other than flatracks are used to ship over dimensional cargo, the flatrack surcharge shall not be applied to the formula.

(4) Flatrack surcharges shall not apply to Government owned flatracks in the rate computation for over dimensional cargo.

- (5) Displaced slots for which charges are assessed will be counted toward the minimum cargo guarantee.
- (6) Cargo that cannot be loaded on or in an intermodal container (closed, open top, flatrack) prior to stevedoring is not covered by this formula.
- (7) The over dimensional formula is limited to port to port terms only. Basic ocean freight (BOF) is the General Cargo Ocean Container Rate from the Table of Rates of the General Contract Section (GCS).
- (8) This formula can be applied to cargo exceeding either the weight and/or the dimensions defining over dimensional cargo when the Government and the carrier mutually agree to do so at the time of cargo booking.

4) CARGO HANDLING

When this service is ordered by the Government, contractors will be paid for each manifest MsT for providing cargo handling services which consist of stuffing, unstuffing, transloading and consolidation of containerized cargo at contractor designated facilities. The rate applies without regard to size/type container and includes tallying of cargo, and necessary blocking, bracing or dunnage.

A-2 BREAKBULK / RORO Rates

APPLICATION OF OCEAN FREIGHT RATES

1. General Application. All rates included herein are based on Free In, Free Out (FIO) terms. Basic ocean freight rates shall be applicable, to the commodity categories as specified below:

General Cargo
Light Vehicles
Heavy Vehicles

Government Owned/Leased Dry Containers
Helicopters

- (a) Cargo shall be rated based on a Measurement Ton (MsT) as defined as either 40 cubic feet per ton or 2240 lbs. per ton, whichever will generate the highest tonnage units and revenue when applied to the dimensions and weight of cargo. Government owned/leased dry containers should be rated per container size. Only General Cargo will be rated on a weight or cube basis. Only General Cargo will be rated on a weight or cube basis.
- (b) When liner service is required for breakbulk shipments at the load port, discharge port or at both ports, the applicable liner term rate(s) in the Table of Accessorials will be added to the FIO ocean rate for the ports where liner service is ordered.
- (c) EXTRA LENGTH CHARGE shall be added to and in conformity with the base rate (per MsT) for each additional 10 feet in length, or fraction thereof, in excess of 45 feet. This charge does not apply to excepted commodities.
- (d) BARGE FAK RATE: Cargo shipped in a barge loaded exclusively with military cargo booked under this Contract at the Barge Freight All Kinds (FAK) rate shall be freighted at the barge FAK rates set forth in Table 8. These rates only apply to breakbulk service utilizing a system of barges or lighters transported by a mother ship. Rates are lump sum per barge.
- (e) HAZARDOUS CARGO SURCHARGE – The surcharge applies to hazardous cargo requiring on deck stowage by Coast Guard regulations, and is expressed as a rate per MsT to be added to the commodity rate for the ocean transportation.
- (f) In accordance with booking terms, when the Government requests the carrier to provide loading and/or discharging service for self-propelled wheeled or tracked vehicles, and the vehicle(s) are delivered in an undriveable condition or become inoperable prior to loading or discharge, the government will be liable for the extra handling incurred by the Contractor at a rate of \$75.00 per vehicle at origin, if applicable, and/or \$75.00 at destination, if applicable, maximum not to exceed \$150.00 per vehicle. The Contractor shall certify that the vehicle is inoperable, stating the TCN and/or vehicle serial number, vessel name and voyage number, sailing date and port of loading/destination.
- (g). When ocean service is ordered to an ~~alternate~~ port subject to the Port Arbitrary, the Port Arbitrary rate in the Table of Accessorials applicable to the specific port is added to the FIO ocean rate for the trade route used to deliver cargo to the intermediate port for transshipment to the ~~alternate~~arbitrary port. The Port Arbitrary surcharge includes costs to load or discharge feeder vessels at intermediate ports. Service at the ~~alternate~~-arbitrary port is FIO unless liner service is ordered.
- (h) Vessel Demurrage - Contractor will be compensated for berthing delays caused by the Government (See paragraph 4.3.2.3.3) based on demurrage rates (per vessel day) in the accessorial table. Charges are pro-rated for the actual period of delay.

ATTACHMENT 1**USC-03 GENERAL SECTION
HAZARDOUS CARGO LISTING**

The table below identifies the proper shipping names and U.N. numbers for hazardous cargo/dangerous goods in limited quantities and Hazardous Material routinely shipped by USC-03 customers.

UN Number	Shipping Name	Hazard Class
UN0012	CARTRIDGES FOR WEAPONS, INERT PROJECTILE	HAZ:1.4S
UN0191	SIGNAL DEVICES, HAND	HAZ:1.4G
UN0276	CARTRIDGES, POWER DEVICE	HAZ:1.4C
UN0323	CARTRIDGES, POWER DEVICE	HAZ:1.4S
UN0348	CARTRIDGES FOR WEAPONS, WITH BURSTING CHARGE	HAZ:1.4F
UN0349	ARTICLES, EXPLOSIVE, N.O.S.	HAZ:1.4S
UN1001	ACETYLENE, DISSOLVED	HAZ:2.1
UN1002	AIR COMPRESSED NON - FLAMMABLE GAS	HAZ:2.2
UN1005	AMMONIA, ANHYDROUS	HAZ:2.3
UN1006	ARGON, COMPRESSED	HAZ:2.2
UN1009	BROMOTRIFLUOROMETHANE [OR] REFRIGERANT GAS, R 13B1	HAZ:2.2
UN1011	BUTANE [SEE ALSO] PETROLEUM GASES, LIQUEFIED	HAZ:2.1
UN1013	CARBON DIOXIDE	HAZ:2.2
UN1014	CARBON DIOXIDE AND OXYGEN MIXTURES, COMPRESSED	HAZ:2.2
UN1016	CARBON MONOXIDE, COMPRESSED	HAZ:2.3
UN1017	CHLORINE	HAZ:2.3
UN1018	CHLORODIFLUOROMETHANE	HAZ:2.2
UN1022	CHLOROTRIFLUOROMETHANE [OR] REFRIGERANT GAS, R 13	HAZ:2.2
UN1028	NON FLAMMABLE GAS DI-CHLORO-FLUOROMETHANE. REFRIGERANT GAS R	HAZ:2.2
UN1030	1,1-DIFLUOROETHANE [OR] REFRIGERANT GAS, R 152A	HAZ:2.1
UN1040	ETHYLENE OXIDE WITH NITROGEN	HAZ:2.3
UN1044	FIRE EXTINGUISHER CONTAINING COMPRESSED OR LIQUEFIED GAS	HAZ:2.2
UN1046	HELIUM, COMPRESSED	HAZ:2.2
UN1049	METAL HYDRIDES, WATERREACTIVE, N.O.S.	HAZ:4.3
UN1057	LIGHTERS, CIGARETTES, CONTAINING FLAMMABLE GAS	HAZ:2.1
UN1066	NITROGEN, COMPRESSED	HAZ:2.2
UN1070	NITROUS OXIDE	HAZ:2.2
UN1072	OXYGEN, COMPRESSED	HAZ:2.2
UN1073	OXYGEN, REFRIGERATED LIQUID (CRYOGENIC LIQUID)	HAZ:2.2
UN1075	PETROLEUM GASES, LIQUEFIED	HAZ:2.1
UN1077	PROPYLENE [SEE ALSO] PETROLEUM GASES, LIQUEFIED	HAZ:2.1
UN1078	REFRIGERANT GASES, N.O.S.	HAZ:2.2
UN1079	SULFUR DIOXIDE	HAZ:2.3
UN1080	SULPHUR HEXAFLUORIDE	HAZ:2.2
UN1089	ACETALDEHYDE	HAZ:3
UN1090	ACETONE	HAZ:3
UN1099	ALLYL BROMIDE	HAZ:3

UN1104	AMYL ACETATES	HAZ:3
UN1111	AMYL MERCAPTANS	HAZ:3
UN1113	AMYL NITRITES	HAZ:3
UN1120	BUTANOLS	HAZ:3
UN1123	BUTYL ACETATES	HAZ:3
UN1133	ADHESIVES, CONTAINING A FLAMMABLE LIQUID	HAZ:3
UN1139	COATING SOLUTION	HAZ:3
UN1145	CYCLOHEXANE	HAZ:3
UN1150	DICHLOROETHYLENE	HAZ:3
UN1153	ETHYLENE GLYCOL DIETHYL ETHER	HAZ:3
UN1170	ETHANOL	HAZ:3
UN1171	ETHYLENE GLYCOL MONOETHYL ETHER	HAZ:3
UN1172	ETHYLENE GLYCOL MONOETHYL ETHER ACETATE	HAZ:3
UN1184	ETHYLENE DICHLORIDE	HAZ:3
UN1188	ETHYLENE GLYCOL MONOMETHYL ETHER	HAZ:3
UN1193	ETHYL METHYL KETONE	HAZ:3
UN1198	FORMALDEHYD, SOLUTIONS, FLAMMABLE	HAZ:3
UN1202	GAS OIL	HAZ:3
UN1203	GASOHOL GASOLINE MIXED WITH ETHYL ALCOHOL, WITH NOT MORE THAN	HAZ:3
UN1206	HEPTANES	HAZ:3
UN1208	HEXANES	HAZ:3
UN1210	PRINTING INK FLAMMABLE	HAZ:3
UN1213	ISOBUTYL ACETATE	HAZ:3
UN1219	ISOPROPANOL	HAZ:3
UN1223	KEROSENE	HAZ:3
UN1230	METHANOL	HAZ:3
UN1233	METHYLAMYL ACETATE	HAZ:3
UN1245	METHYL ISOBUTYL KETONE	HAZ:3
UN1247	METHYL METHACRYLATE MONOMER, INHIBITED	HAZ:3
UN1262	OCTANES	HAZ:3
UN1263	PAINT INCLUDING PAINT, LACQUER ENAMEL, STAIN, SHELLAC SOLUTION	HAZ:3
UN1266	PERFUMERY PRODUCTS WITH FLAMMABLE SOLVENTS	HAZ:3
UN1267	PETROLEUM CRUDE OIL	HAZ:3
UN1268	PETROLEUM DISTILLATES, N.O.S.	HAZ:3
UN1272	PINE OIL	HAZ:3
UN1274	N-PROPANOL	HAZ:3
UN1293	TINCTURES, MEDICINAL	HAZ:3
UN1294	TOLUENE	HAZ:3
UN1299	TURPENTINE	HAZ:3
UN1300	TURPENTINE SUBSTITUTE	HAZ:3
UN1301	VINYL ACETATE, INHIBITED	HAZ:3
UN1307	XYLENES	HAZ:3
UN1325	FLAMMABLE SOLIDS, ORGANIC, N.O.S.	HAZ:4.1
UN1344	PICRIC ACID, WET, WITH NOT LESS THAN 10% WATER	HAZ:4.1
UN1350	SULFUR	HAZ:9
UN1361	CARBON, ANIMAL OR VEGETABLE ORIGIN	HAZ:4.2
UN1363	COPRA	HAZ:4.2

UN1366	DIETHYLZINC	HAZ:4.2
UN1402	CALCIUM CARBIDE	HAZ:4.3
UN1407	CESIUM	HAZ:4.3
UN1428	SODIUM	HAZ:4.3
UN1432	SODIUM PHOSPHIDE	HAZ:4.3
UN1436	ZINC POWDER	HAZ:4.3
UN1453	CALCIUM CHLORITE	HAZ:5.1
UN1454	CALCIUM NITRATE	HAZ:5.1
UN1463	CHROMIC ACID, SOLID	HAZ:5.1
UN1479	MEDICINES, OXIDIZING SUBSTANCE, SOLID, N.O.S.	HAZ:5.1
UN1485	POTASSIUM CHLORATE	HAZ:5.1
UN1486	POTASSIUM NITRATE	HAZ:5.1
UN1490	POTASSIUM PERMANGANATE	HAZ:5.1
UN1493	SILVER NITRATE	HAZ:5.1
UN1495	SODIUM CHLORATE	HAZ:5.1
UN1498	SODIUM NITRATE	HAZ:5.1
UN1564	BARIUM COMPOUNDS N.O.S	HAZ:6.1
UN1593	DICHLOROMETHANE	HAZ:6.1
UN1625	MERCURIC NITRATE	HAZ:6.1
UN1649	MOTOR FUEL ANTI-KNOCK MIXTURES	HAZ:6.1
UN1686	SODIUM ARSENITE, AQUEOUS SOLUTIONS	HAZ:6.1
UN1690	SODIUM FLUORIDE	HAZ:6.1
UN1707	THALLIUM COMPOUNDS, N.O.S.	HAZ:6.1
UN1710	TRICHLOROETHYLENE	HAZ:6.1
UN1711	XYLIDINES, SOLID	HAZ:6.1
UN1719	CAUSTIC ALKALI LIQUIDS, N.O.S.	HAZ:8
UN1748	CALCIUM HYPOCHLORITE, DRY W/MORE THAN 39% AVAILABLE CHLORINE	HAZ:5.1
UN1755	CHROMIC ACID SOLUTION	HAZ:8
UN1759	CORROSIVE SOLIDS N.O.S	HAZ:8
UN1760	CHEMICAL KIT	HAZ:8
UN1774	FIRE EXTINGUISHER CHARGES, CORROSIVE LIQUID	HAZ:8
UN1778	FLUOROSILICIC ACID	HAZ:8
UN1787	HYDRIODIC ACID SOLUTION	HAZ:8
UN1789	HYDROCHLORIC ACID, SOLUTION	HAZ:8
UN1791	HYPOCHLORITE SOLUTIONS WITH MORE THAN 5% BUT LESS THAN 16% A	HAZ:8
UN1805	PHOSPHORIC ACID	HAZ:8
UN1813	POTASSIUM HYDROXIDE, SOLID	HAZ:8
UN1814	POTASSIUM HYDROXIDE, SOLUTION	HAZ:8
UN1823	SODIUM HYDROXIDE SOLID	HAZ:8
UN1824	SODIUM HYDROXIDE SOLUTION	HAZ:8
UN1830	SULFURIC ACID WITH MORE THAN 51% ACID	HAZ:8
UN1832	SULFURIC ACID, SPENT	HAZ:8
UN1839	TRICHLOROACETIC ACID	HAZ:8
UN1840	ZINC CHLORIDE SOLUTION	HAZ:8
UN1862	ETHYL CROTONATE	HAZ:3
UN1863	FUEL, AVIATION TURBINE ENGINE	HAZ:3
UN1866	RESIN SOLUTION, FLAMMABLE	HAZ:3

UN1888	CHLOROFORM	HAZ:6.1
UN1897	TETRACHLOROETHYLENE	HAZ:6.1
UN1903	DISINFECTANTS, LIQUID, CORROSIVE N.O.S.	HAZ:8
UN1935	CYANIDE SOLUTIONS, N.O.S.	HAZ:6.1
UN1942	AMMONIUM NITRATE, WITH NOT MORE THAN 0.2% OF, COMBUSTIBLE SU	HAZ:5.1
UN1944	MATCHES SAFETY (BOOK,CARD OR STRIKE ON BOX)	HAZ:4.1
UN1950	AEROSOLS, CORROSIVE, (EACH NOT EXCEEDING 1 L CAPACITY)	HAZ:2.2
UN1954	COMPRESSED GAS, FLAMMABLE, N.O.S.	HAZ:2.1
UN1955	COMPRESSED GAS, TOXIC, N.O.S. [INHALATION HAZARD ZONE A]	HAZ:2.3
UN1956	COMPRESSED GASES, N.O.S	HAZ:2.2
UN1958	1,2-DICHLORO-1,1,2,2-TETRAFLUOROETHANE [OR] REFRIGERANT GAS,	HAZ:2.2
UN1963	HELIUM, REFRIGERATED LIQUID (CRYOGENIC LIQUID)	HAZ:2.2
UN1966	HYDROGEN, REFRIGERATED LIQUID (CRYOGENIC LIQUID)	HAZ:2.1
UN1967	INSECTICIDE GASES, TOXIC, N.O.S.	HAZ:2.3
UN1968	INSECTICIDE GASES, N.O.S.	HAZ:2.2
UN1972	METHANE, REFRIGERATED LIQUID [(CRYOGENIC LIQUID)] [OR] NATUR	HAZ:2.1
UN1973	CHLORODIFLUOROMETHANE AND CHLOROPENTAFLUOROETHANE MIXTURE [O	HAZ:2.2
UN1974	CHLORODIFLUOROBROMOMETHANE [OR] REFRIGERANT GAS, R 12B1	HAZ:2.2
UN1977	NITROGEN, REFRIGERATED LIQUID CRYOGENIC LIQUID	HAZ:2.2
UN1978	PROPANE, PROPANE MIXTURE	HAZ:2.1
UN1983	1-CHLORO-2,2,2-TRIFLUOROETHANE [OR] REFRIGERANT GAS, R 133A	HAZ:2.2
UN1986	ALCOHOLS, TOXIC N.O.S.	HAZ:3
UN1987	ALCOHOLS, N.O.S.	HAZ:3
UN1992	FLAMMABLE LIQUIDS, TOXIC, N.O.S.	HAZ:3
UN1993	COMPOUNDS, CLEANING LIQUID	HAZ:3
UN1999	ASPHALT, AT OR ABOVE FLASHPOINT	HAZ:3
UN2000	CELLULOID IN BLOCK RODS ROLLS SHEETS TUBES,ETC, EXCEPT SCRAP	HAZ:4.1
UN2001	COBALT NAPHTHENATES,POWDER	HAZ:4.1
UN2014	HYDROGEN PEROXIDE, AQUEOUS SOLUTIONS W/MORE THAN 40% BUT NOT	HAZ:5.1
UN2017	AMMUNITION, TEAR-PRODUCING, NON-EXPLOSIVE,WITHOUT BURSTER OR	HAZ:6.1
UN2023	EPICHLOROHYDRIN	HAZ:6.1
UN2024	MERCURY COMPOUNDS, LIQUID, N.O.S.	HAZ:6.1
UN2025	MERCURY COMPOUNDS, SOLID, N.O.S.	HAZ:6.1
UN2031	NITRIC ACID OTHER THAN RED FUMING, WITH MORE THAN 70% NITRIC	HAZ:8
UN2053	METHYL ISOBUTYL CARBINOL	HAZ:3
UN2054	MORPHOLINE	HAZ:3
UN2056	TETRAHYDROFURAN	HAZ:3
UN2067	AMMONIUM NITRATE - FERTILIZERS	HAZ:5.1
UN2071	AMMONIUM NITRATE FERTILIZERS: UNIFORM NON-SEGREGATING MIXTUR	HAZ:9
UN2079	DIETHYLENETRIAMINE	HAZ:8
UN2193	HEXAFLUOROETHANE, COMPRESSED [OR] REFRIGERANT GAS, R 116	HAZ:2.2
UN2201	NITROUS OXIDE, REFRIGERATED LIQUID	HAZ:2.2
UN2206	ISOCYANATES, TOXIC, N.O.S., FLASHPOINT MORE THAN 61 DEGREES C	HAZ:6.1
UN2208	CALCIUM HYPOCHLORITE MIXTURES, DRY, W/MORE THAN 10% BUT NOT MO	HAZ:5.1
UN2212	ASBESTOS	HAZ:9
UN2254	MATCHES, FUSEE	HAZ:4.1
UN2259	TRIETHYLENETETRAMINE	HAZ:8

UN2315	POLYCHLORINATED BIPHENYLS	HAZ:9
UN2348	BUTYLACRYLATE	HAZ:3
UN2357	CYCLOHEXYLAMINE	HAZ:8
UN2369	ETHYLENE GLYCOL MONOBUTYL ETHER	HAZ:6.1
UN2380	DIMETHYLDIETHOXYLANE	HAZ:3
UN2427	POTASSIUM CHLORATE, AQUEOUS SOLUTION	HAZ:5.1
UN2451	NITROGEN TRIFLUORIDE, COMPRESSED	HAZ:2.2
UN2465	DICHLOROISOCYANURIC ACID, DRY	HAZ:5.1
UN2466	POTASSIUM SUPEROXIDE	HAZ:5.1
UN2491	ETHANOLAMINE	HAZ:8
UN2514	BROMOBENZENE	HAZ:3
UN2574	TRICRESYL PHOSPHATE WITH MORE THAN 3% ORTHOISOMER	HAZ:6.1
UN2581	ALUMINUM CHLORIDE, SOLUTION	HAZ:8
UN2582	FERRIC CHLORIDE, SOLUTION	HAZ:8
UN2584	ALKYL SULFONIC ACIDS LIQUID, WITH MORE THAN 5 % FREE SULFURIC	HAZ:8
UN2586	ALKYL SULFONIC ACIDS, LIQUID, WITH NOT MORE THAN 5 % FREE SULF	HAZ:8
UN2588	PESTICIDES, SOLID, TOXIC, N.O.S.	HAZ:6.1
UN2602	DICHLORODIFLUOROMETHANE AND DIFLUOROETHANE AZEOTROPIC MIXTURE	HAZ:2.2
UN2614	METHALLYL ALCOHOL	HAZ:3
UN2662	HYDROQUINONE	HAZ:6.1
UN2672	AMMONIA SOLUTIONS, RELATIVE DENSITY BETWEEN 0.880 & 0.957 @ 1	HAZ:8
UN2680	LITHIUM HYDROXIDE, MONOHYDRATE	HAZ:8
UN2735	AMINES, LIQUID, CORROSIVE, N.O.S.	HAZ:8
UN2757	CARBAMATE PESTICIDES, SOLID, TOXIC	HAZ:6.1
UN2761	ORGANOCHLORINE PESTICIDES, SOLID TOXIC	HAZ:6.1
UN2783	METHYL PARATHION SOLID	HAZ:6.1
UN2784	ORGANOPHOSPHORUS PESTICIDES, LIQUID, FLAMMABLE, TOXIC, FLASH	HAZ:3
UN2789	ACETIC ACID, GLACIAL, WITH MORE THAN 80 % ACID, BY MASS	HAZ:8
UN2790	ACETIC ACID SOLUTION, WITH MORE THAN 10 % BUT NOT MORE THAN 8	HAZ:8
UN2794	BATTERIES, WET, FILLED WITH ACID, ELECTRIC STORAGE	HAZ:8
UN2795	BATTERIES, WET, FILLED WITH ALKALI, ELECTRIC STORAGE	HAZ:8
UN2796	BATTERY FLUID, ACID	HAZ:8
UN2797	BATTERY FLUID, ALKALI	HAZ:8
UN2800	BATTERIES, WET, NON-SPILLABLE, ELECTRIC STORAGE	HAZ:8
UN2802	COPPER CHLORIDE	HAZ:8
UN2809	MERCURY	HAZ:8
UN2810	COMPOUNDS TREE KILLING, LIQUID	HAZ:6.1
UN2811	SELENIUM OXIDE	HAZ:6.1
UN2821	PHENOL SOLUTIONS	HAZ:6.1
UN2831	1,1,1-TRICHLOROETHANE	HAZ:6.1
UN2856	FLUOROSILICATES, N.O.S.	HAZ:6.1
UN2857	REFRIGERATING MACHINES[, CONTAINING NON-FLAMMABLE, NONTOXIC,	HAZ:2.2
UN2876	RESORCINOL	HAZ:6.1
UN2880	CALCIUM HYPOCHLORITE, HYDRATED WITH NOT LESS THAN 5.5% BUT NO	HAZ:5.1
UN2902	PESTICIDES, LIQUID, TOXIC, N.O.S.	HAZ:6.1
UN2903	PESTICIDES, LIQUID, TOXIC, FLAMMABLE, N.O.S. FLASHPOINT NOT	HAZ:6.1
UN2910	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS	HAZ:7

UN2912	RADIOACTIVE MATERIAL,LOW SPECIFIC ACTIVITY, N.O.S.	HAZ:7
UN2918	RADIOACTIVE MATERIAL, FISSILE, N.O.S.	HAZ:7
UN2920	CORROSIVE LIQUIDS, FLAMMABLE, N.O.S.	HAZ:8
UN2922	CORROSIVE LIQUIDS, TOXIC, N.O.S.	HAZ:8
UN2924	FLAMMABLE LIQUIDS, CORROSIVE, N.O.S.	HAZ:3
UN2926	FLAMMABLE SOLIDS TOXIC, ORGANIC, N.O.S.	HAZ:4.1
UN2927	TOXIC LIQUIDS, CORROSIVE, ORGANIC, N.O.S.	HAZ:6.1
UN2967	SULFAMIC ACID	HAZ:8
UN2974	RADIOACTIVE MATERIAL SPECIAL FORM NOS	HAZ:7
UN2982	RADIOACTIVE MATERIAL, NOS	HAZ:7
UN2984	HYDROGEN PEROXIDE, AQUEOUS SOLUTIONS WITH NOT LESS THAN 8% B	HAZ:5.1
UN2990	LIFE-SAVING APPLIANCES, SELF INFLATING	HAZ:9
UN2992	CARBAMATE PESTICIDES,LIQUID, TOXIC	HAZ:6.1
UN2994	ARSENICAL PESTICIDES,LIQUID, TOXIC	HAZ:6.1
UN3003	BENZOIC DERIVATIVE PESTICIDES, LIQUID, TOXIC, FLAMMABLE FLAS	HAZ:6.1
UN3010	COPPER BASED PESTICIDES, LIQUID, TOXIC	HAZ:6.1
UN3013	SUBSTITUTED NITROPHENOL PESTICIDES, LIQUID,TOXIC, FLAMMABLE	HAZ:6.1
UN3017	ORGANOPHOSPHORUS PESTICIDES, LIQUID, TOXIC,FLAMMABLE, FLASHP	HAZ:6.1
UN3018	ORGANOPHOSPHORUS PESTICIDES, LIQUID, TOXIC	HAZ:6.1
UN3020	ORGANOTIN PESTICIDES,LIQUID, TOXIC	HAZ:6.1
UN3021	PESTICIDES, LIQUID, FLAMMABLE, TOXIC, (FLASHPOINT LESS THAN	HAZ:3
UN3028	BATTERIES, DRY, CONTAINING POTASSIUM HYDROXIDE SOLID, ELECTR	HAZ:8
UN3072	LIFE-SAVING APPLIANCES, NOT SELF INFLATING [CONTAINING DANGE	HAZ:9
UN3077	ENVIRONMENTALLY HAZARDOUS SUBSTANCES, SOLID, N.O.S.	HAZ:9
UN3082	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S (OTTO FUE	HAZ:9
UN3085	OXIDIZING SOLID, CORROSIVE, N.O.S.	HAZ:5.1
UN3090	LITHIUM BATTERY	HAZ:9
UN3091	LITHIUM BATTERIES, CONTAINED IN EQUIPMENT	HAZ:9
UN3093	CORROSIVE LIQUIDS, OXIDIZING, N.O.S.	HAZ:8
UN3098	OXIDIZING LIQUID, CORROSIVE, N.O.S.	HAZ:5.1
UN3099	OXIDIZING LIQUID TOXIC, N.O.S.	HAZ:5.1
UN3105	ORGANIC PEROXIDE TYPED, LIQUID	HAZ:5.2
UN3107	ORGANIC PEROXIDE TYPEE, LIQUID	HAZ:5.2
UN3109	ORGANIC PEROXIDE TYPEF, LIQUID	HAZ:5.2
UN3116	ORGANIC PEROXIDE TYPED, SOLID, TEMPERATURECONTROLLED	HAZ:5.2
UN3120	ORGANIC PEROXIDE TYPEF, SOLID, TEMPERATURECONTROLLED	HAZ:5.2
UN3136	TRIFLUOROMETHANE, REFRIGERATED LIQUID	HAZ:2.2
UN3139	OXIDIZING LIQUID N.O.S.	HAZ:5.1
UN3147	DYES, SOLID, CORROSIVE, N.O.S.	HAZ:8
UN3156	COMPRESSED GAS, OXIDIZING, N.O.S.	HAZ:2.2
UN3159	1,1,1,2-TETRAFLUOROETHANE	HAZ:2.2
UN3161	LIQUEFIED GAS, FLAMMABLE, N.O.S.	HAZ:2.1
UN3163	LIQUIFIED GAS,N.O.S	HAZ:2.2
UN3164	ARTICLES HYDRAULIC CONTAINING NON-FLAMMABLEGAS	HAZ:2.2
UN3166	ENGINE, INTERNAL, COMBUSTION	HAZ:9
UN3171	BATTERY-POWERED VEHICLES [OR] BATTERY-POWERED EQUIPMENT	HAZ:9
UN3175	SOLIDS CONTAININGS FLAMMABLE LIQUID, N.O.S.	HAZ:4.1

UN3178	FLAMMABLE SOLID, INORGANIC, N.O.S.	HAZ:4.1
UN3188	SELF-HEATING LIQUID,CORROSIVE, INORGANIC,N.O.S.	HAZ:4.2
UN3207	ORGANOMETALLIC COMPOUND	HAZ:4.3
UN3221	SELF-REACTIVE LIQUID,TYPE B	HAZ:4.1
UN3225	SELF-REACTIVE LIQUID,TYPE D	HAZ:4.1
UN3253	DISODIUM TRIOXOSILICATE, PENTAHYDRATE	HAZ:8
UN3259	AMINES,SOLID,CORROSIVE, N.O.S.	HAZ:8
UN3260	CORROSIVE SOLID ACIDIC, INORGANIC, N.O.S.	HAZ:8
UN3261	CORROSIVE SOLID ACIDIC, ORGANIC, N.O.S.	HAZ:8
UN3262	CORROSIVE SOLID, BASIC, INORGANIC, N.O.S.	HAZ:8
UN3264	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S.	HAZ:8
UN3265	CORROSIVE LIQUID, ACIDIC, ORGANIC, N.O.S.	HAZ:8
UN3266	CORROSIVE LIQUID BASIC, INORGANIC, N.O.S.	HAZ:8
UN3267	CORROSIVE LIQUID BASIC, ORGANIC, N.O.S.	HAZ:8
UN3268	AIR BAG MODULES	HAZ:9
UN3269	POLYESTER RESIN KIT	HAZ:3
UN3270	NITROCELLULOSE MEMBRANE FILTERS	HAZ:4.1
UN3278	ORGANOPHOSPHORUS COMPOUND, TOXIC, N.O.S.	HAZ:6.1
UN3286	FLAMMABLE LIQUID TOXIC, CORROSIVE, N.O.S.	HAZ:3
UN3287	TOXIC LIQUID INORGANIC, N.O.S.	HAZ:6.1
UN3288	TOXIC SOLID, INORGANIC, N.O.S.	HAZ:6.1
UN3293	HYDRAZINE, AQUEOUS SOLUTION WITH NOT MORE THAN 37% HYDRAZINE	HAZ:6.1

ATTACHMENT 2**SCR Hazardous Material/Cargo
Requirements Listing**

The table below identifies the proper shipping names and U.N. numbers for hazardous cargo/dangerous goods in limited quantities and Hazardous Material routinely shipped by the SCR customers. In addition to the hazardous cargo listed below, the Velocity Management Program has identified additional hazardous cargo and hazardous material shipped under the Velocity Management Program. These additional Velocity Management items are listed under a separate attachment.

UN #	Shipping Name	HAZ Class	Packing Group	Label Required
UN1090	Acetone	3	II	Flammable Liquid
UN1133	Adhesives	3	II	Flammable Liquid
UN1950	Aerosols	2.1		Flammable Gas
UN1950	Aerosols	2.2		Non-Flammable Gas
UN2672	Ammonia Solutions	8	III	Corrosive
UN2794	Batteries, wet, filled with acid	8	III	Corrosive
UN1361	Charcoal (briquettes, shell, screenings, wood, etc)	4.2	III	Spontaneously Combustible
UN1954	Compressed gas, flammable, n.o.s. (ISOBUTANE)	2.1		Flammable Gas
UN1760	Corrosive Liquid, n.o.s. (Phosphoric acid)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Phosphoric Acid, Oxalic Acid, Hydrofluoric Acid)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hydroxide)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hydroxide, Sodium Hypochlorite)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hydroxide, Sodium Metasilicate)	8	II	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hypochlorite)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Metasilicate, 2-Butoxyethanol)	8	III	Corrosive
UN3266	Corrosive Liquids, basic, inorganic, n.o.s. (Sodium Hydroxide, sodium Silicate)	8	II	Corrosive
UN1759	Corrosive Solid, n.o.s. (Calcium Hydroxide)	8	III	Corrosive
UN1759	Corrosive Solid, n.o.s. (sodium dichloroisocyanurate)	8	II	Corrosive
UN1987	Alcohols, n.o.s. (Denatured Alcohol)	3	II	Flammable Liquid
UN1593	Dichloromethane	6.1	III	Toxic
UN1170	Ethanol	3	II	Flammable Liquid
UN1044	Fire Extinguishers	2.2		Non-Flammable Gas
UN1993	Flammable Liquid, n.o.s. (Isopropanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (2-AMINO-2-METHYL-1-PROPANAL)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (2-butoxyethanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Acetone)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (ACETONE, HEXANES)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Acetone, Isopropanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (ACETONE, ISOPROPYL ALCOHOL)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Aminomethylpropanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Diesel Fuel)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol, Isopropanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol, Toluene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol)	3	II	Flammable Liquid

UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol, Isopropyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Ester)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Fragrance Oil)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Heavy Naphtha)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Hexane)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isoparaffinic Hydrocarbons)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isopropanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isopropanol, Hydrocarbons)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isopropyl Alcohol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Kerosene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Kerosene, Naptholene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Kerosene, Stoddard Solvent)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Kerosene, Xylene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methanol, Acetone)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methanol, Toluene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methyl Alcohol, Hexane)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methyl Ethyl Ketone)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Mineral Spirits)	3	III	Flammable Liquid
UN3178	Flammable Solid, Inorganic, n.o.s. (Isoparaffinic Hydrocarbon Solvents)	4.1	III	Flammable Solid
UN1993	Flammable Liquid, n.o.s. (N,N-Dimethyl-M-Toluamide)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naphtha Solvent)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naptha solvents)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naptha)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naptha, Mineral Spirits)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Napthalene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Napthalene, Kerosene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Odorless Mineral Spirits)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Distillates)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Distillates, Turpentine)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Naphtha Solvent)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Solvent)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (SD Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Stoddard Solvent)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Toluene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Toluene, Methanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (trade secret)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Xylene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Xylene, Kerosene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Xylene, Methanol)	3	III	Flammable Liquid
UN3178	Flammable Solid, Inorganic, n.o.s. (Isoparaffinic Hydrocarbon Solvents)	4.1	III	Flammable Solid
UN3178	Flammable Solid, Inorganic, n.o.s. (sulphur)	4.1	II	Flammable Solid
UN3178	Flammable Solid, Inorganic, n.o.s. (Naptha, Petroleum Hydrocarbons)	4.1	III	Flammable Solid
UN1791	Hypochlorite Solution	8	III	Corrosive
UN1219	Isopropanol	3	II	Flammable Liquid
UN1057	Lighters	2.1		Flammable Gas
UN3163	Liquefied gas, n.o.s.	2.2		Non-flammable gas
UN1944	Matches, safety (book, card, or strike on box)	4.1	III	Flammable Solid
UN1993	Flammable Liquid, n.o.s. (Alcohol)	3	III	Flammable Liquid
UN1479	Oxidizing Substance, Solid, n.o.s. (bromochloro-5,5-dimethylhydantoin)	5.1	II	Oxidizer
UN1072	Oxygen, Compressed	2.2/5.1		Non-flammable

				gas/oxidizer
UN1263	Paint	3	III	Flammable Liquid
UN1263	Paint Related Material	3	III	Flammable Liquid
UN1268	Petroleum Distillates n.o.s. (KEROSENE)	3	III	Flammable Liquid
UN1268	Petroleum Distillates n.o.s. (Naphtha Solvent)	3	III	Flammable Liquid
UN1268	Petroleum Distillates, n.o.s. (Mineral Spirits)	3	III	Flammable Liquid
UN1075	Petroleum Gases, Liquefied	2.1		Flammable Gas
UN1268	Petroleum Products, n.o.s (Kerosene, Petroleum Naptha)	3	III	Flammable Liquid
UN1805	Phosphoric Acid, Liquid	8	III	Corrosive
UN1978	Propane	2.1		Flammable Gas
UN1866	Resin Solution	3	II	Flammable Liquid
UN1299	Turpentine	3	III	Flammable Liquid
UN1306	Wood Preservatives, Liquid	3	III	Flammable Liquid

ATTACHMENT 3

The table below identifies the Proper Shipping Names and UN Numbers for Hazardous cargo/dangerous goods in limited quantities and Hazardous Material routinely shipped by the Velocity Management Program.

<u>UN NUMBER</u>	<u>SHIPPING NAME</u>	<u>HAZARD CLASS</u>
<u>0012</u>	<u>CARTRIDGES FOR WEAPONS, INERT PROJECTILE or CARTRIDGES, SMALL ARMS</u>	<u>1.4S</u>
<u>0014</u>	<u>CARTRIDGES FOR WEAPONS, BLANK or CARTRIDGES, SMALL ARMS, BLANK</u>	<u>1.4S</u>
<u>0044</u>	<u>PRIMERS, CAP TYPE</u>	<u>1.4S</u>
<u>0055</u>	<u>CASES, CARTRIDGE, EMPTY WITH PRIMER</u>	<u>1.4S</u>
<u>0070</u>	<u>CUTTERS, CABLE, EXPLOSIVE</u>	<u>1.4S</u>
<u>0103</u>	<u>FUSE, IGNITER</u>	<u>1.4G</u>
<u>0104</u>	<u>CORD (FUSE), DETONATING, MILD EFFECT</u>	<u>1.4D</u>
<u>0105</u>	<u>FUSE, SAFETY</u>	<u>1.4S</u>
<u>0110</u>	<u>GRENADES, PRACTICE</u>	<u>1.4S</u>
<u>0131</u>	<u>LIGHTERS, FUSE</u>	<u>1.4S</u>
<u>0173</u>	<u>RELEASE DEVICES, EXPLOSIVE</u>	<u>1.4S</u>
<u>0174</u>	<u>RIVETS, EXPLOSIVE</u>	<u>1.4S</u>
<u>0191</u>	<u>SIGNAL DEVICES, HAND</u>	<u>1.4G</u>
<u>0193</u>	<u>SIGNALS, RAILWAY TRACK, EXPLOSIVE</u>	<u>1.4S</u>
<u>0197</u>	<u>SIGNALS, SMOKE</u>	<u>1.4G</u>
<u>0237</u>	<u>CHARGES, SHAPED, FLEXIBLE, LINEAR</u>	<u>1.4D</u>
<u>0255</u>	<u>DETONATORS, ELECTRIC</u>	<u>1.4B</u>
<u>0257</u>	<u>FUZES, DETONATING</u>	<u>1.4B</u>
<u>0267</u>	<u>DETONATORS, NON-ELECTRIC</u>	<u>1.4B</u>
<u>0276</u>	<u>CARTRIDGES, POWER DEVICE</u>	<u>1.4C</u>
<u>0278</u>	<u>CARTRIDGES, OIL WELL</u>	<u>1.4C</u>
<u>0297</u>	<u>AMMUNITION ILLUMINATING</u>	<u>1.4G</u>
<u>0300</u>	<u>AMMUNITION, INCENDIARY</u>	<u>1.4G</u>
<u>0301</u>	<u>AMMUNITION, TEAR-PRODUCING</u>	<u>1.4G</u>
<u>0303</u>	<u>AMMUNITION, SMOKE</u>	<u>1.4G</u>
<u>0306</u>	<u>TRACERS FOR AMMUNITION</u>	<u>1.4G</u>
<u>0312</u>	<u>CARTRIDGES, SIGNAL</u>	<u>1.4G</u>
<u>0317</u>	<u>FUZES, IGNITING</u>	<u>1.4G</u>
<u>0320</u>	<u>PRIMERS, TUBULAR</u>	<u>1.4G</u>
<u>0323</u>	<u>CARTRIDGES, POWER DEVICE</u>	<u>1.4S</u>
<u>0325</u>	<u>IGNITERS</u>	<u>1.4G</u>
<u>0336</u>	<u>FIREWORKS</u>	<u>1.4G</u>
<u>0337</u>	<u>FIREWORKS</u>	<u>1.4S</u>
<u>0338</u>	<u>CARTRIDGES FOR WEAPONS, BLANK or CARTRIDGES, SMALL ARMS, BLANK</u>	<u>1.4C</u>
<u>0339</u>	<u>CARTRIDGES FOR WEAPONS, INERT PROJECTILE or CARTRIDGES, SMALL ARMS</u>	<u>1.4C</u>
<u>0344</u>	<u>PROJECTILES</u>	<u>1.4D</u>
<u>0345</u>	<u>PROJECTILES</u>	<u>1.4S</u>
<u>0347</u>	<u>PROJECTILES</u>	<u>1.4D</u>
<u>0348</u>	<u>CARTRIDGES FOR WEAPONS</u>	<u>1.4F</u>
<u>0349</u>	<u>ARTICLES, EXPLOSIVE, N.O.S.</u>	<u>1.4S</u>

0350	ARTICLES, EXPLOSIVE, N.O.S.	1.4B
0351	ARTICLES, EXPLOSIVE, N.O.S.	1.4C
0352	ARTICLES, EXPLOSIVE, N.O.S.	1.4D
0353	ARTICLES, EXPLOSIVE, N.O.S.	1.4G
0361	DETONATOR ASSEMBLIES, NON-ELECTRIC	1.4B
0362	AMMUNITION, PRACTICE	1.4B
0363	AMMUNITION PROOF	1.4G
0365	DETONATORS FOR AMMUNITION	1.4B
0366	DETONATORS FOR AMMUNITION	1.4S
0367	FUZES, DETONATING	1.4S
0368	FUZES, IGNITING	1.4S
0370	WARHEADS, ROCKET	1.4D
0371	WARHEADS, ROCKET	1.4F
0373	SIGNAL DEVICES, HAND	1.4S
0376	PRIMERS, TUBULAR	1.4S
0378	PRIMERS, CAP TYPE	1.4B
0379	CASES, CARTRIDGE, EMPTY WITH PRIMER	1.4C
0403	FLARES, AERIAL	1.4G
0404	FLARES, AERIAL	1.4S
0405	CARTRIDGES, SIGNAL	1.4S
0407	TETRAZOL-1-ACETIC ACID	1.4C
0410	FUZES, DETONATING	1.4D
0412	CARTRIDGES FOR WEAPONS	1.4E
0425	PROJECTILES	1.4G
0427	PROJECTILES	1.4F
0431	ARTICLES, PYROTECHNIC	1.4G
0432	ARTICLES, PYROTECHNIC	1.4S
0435	PROJECTILES	1.4G
0438	ROCKETS	1.4C
0440	CHARGES, SHAPED	1.4D
0441	CHARGES, SHAPED	1.4S
0444	CHARGES, EXPLOSIVE, COMMERCIAL	1.4D
0445	CHARGES, EXPLOSIVE, COMMERCIAL	1.4S
0446	CASES, COMBUSTIBLE, EMPTY, WITHOUT PRIMER	1.4C
0448	5-MERCAPTOTETRAZOL-1-ACETIC ACID	1.4C
0452	GRENADES, PRACTICE	1.4G
0453	ROCKETS, LINE-THROWING	1.4G
0454	IGNITERS	1.4S
0455	DETONATORS, NON-ELECTRIC	1.4S
0456	DETONATORS, ELECTRIC	1.4S
0459	CHARGES, BURSTING, PLASTICS-BONDED	1.4D
0460	CHARGES, BURSTING, PLASTICS-BONDED	1.4S
0471	ARTICLES, EXPLOSIVE, N.O.S.	1.4E
0472	ARTICLES, EXPLOSIVE, N.O.S.	1.4F
0479	SUBSTANCES, EXPLOSIVE, N.O.S.	1.4C
0480	SUBSTANCES, EXPLOSIVE, N.O.S.	1.4D
0481	SUBSTANCES, EXPLOSIVE, N.O.S.	1.4S

0485	SUBSTANCES, EXPLOSIVE, N.O.S.	1.4G
0491	CHARGES, PROPELLING	1.4C
0493	SIGNALS, RAILWAY TRACK, EXPLOSIVE	1.4G
0494	JET PERFORATING GUNS, CHARGED	1.4D
0500	DETONATOR ASSEMBLIES, NON-ELECTRIC	1.4S
0501	PROPELLANT, SOLID	1.4C
0503	AIR BAG INFLATORS PYROTECHNIC or AIR BAG MODULES, PYROTECHNIC or SEAT-BELT PRETENSIONERS PYROTECHNIC	1.4G
1001	ACETYLENE, DISSOLVED	2.1
1002	AIR, COMPRESSED	2.2
1006	ARGON, COMPRESSED	2.2
1009	BROMOTRIFLUOROMETHANE	2.2
1013	CARBON DIOXIDE	2.2
1018	CHLORODIFLUOROMETHANE	2.2
1028	DICHLORODIFLUOROMETHANE	2.2
1044	FIRE EXTINGUISHERS	2.2
1046	HELIUM, COMPRESSED	2.2
1060	METHYL ACETYLENE AND PROPADIENE MIXTURE, STABILIZED	2.1
1066	NITROGEN, COMPRESSED	2.2
1070	NITROUS OXIDE	2.2
1072	OXYGEN, COMPRESSED	2.2
1075	PETROLEUM GASES, LIQUEFIED	2.1
1078	REFRIGERANT GAS, N.O.S.	2.2
1080	SULPHUR HEXAFLUORIDE	2.2
1090	ACETONE	3
1090	ACETONE SOLUTIONS	3
1133	ADHESIVES	3
1139	COATING SOLUTION	3
1170	ALCOHOLS, N.O.S.	3
1170	ETHANOL	3
1170	ETHANOL SOLUTION	3
1170	ETHYL ALCOHOL SOLUTION	3
1193	ETHYL METHYL KETONE or METHYL ETHYL KETONE	3
1206	HEPTANES	3
1208	HEXANES	3
1210	PRINTING INK or PRINTING INK RELATED MATERIAL	3
1219	ISOPROPANOL or ISOPROPYL ALCOHOL	3
1230	METHANOL	3
1237	METHYL BUTYRATE	3
1245	METHYL ISOBUTYL KETONE	3
1247	METHYL METHACRYLATE, MONOMER, STABILIZED	3
1250	METHYLTRICHLOROSILANE	3 (8)
1261	NITROMETHANE	3
1263	PAINT or PAINT RELATED MATERIAL	3
1268	PETROLEUM DISTILLATES, N.O.S. or PETROLEUM PRODUCTS N.O.S.	3
1272	PINE OIL	3
1300	TURPENTINE SUBSTITUTE	3

1307	<u>XYLENES</u>	3
1325	<u>FLAMMABLE SOLID, ORGANIC, N.O.S.</u>	4.1
1331	<u>MATCHES, STRIKE ANYWHERE</u>	4.1
1393	<u>ALKALINE EARTH METAL ALLOY, N.O.S.</u>	4.3
1445	<u>BARIUM CHLORATE, SOLUTION or BARIUM CHLORATE, SOLID</u>	5.1
1466	<u>FERRIC NITRATE</u>	5.1
1479	<u>OXIDIZING SOLID, N.O.S.</u>	5.1
1493	<u>SILVER NITRATE</u>	5.1
1495	<u>SODIUM CHLORATE</u>	5.1
1593	<u>DICHLOROMETHANE</u>	6.1
1671	<u>PHENOL, SOLID</u>	6.1
1710	<u>TRICHLOROETHYLENE</u>	6.1
1719	<u>CAUSTIC ALKALI LIQUID, N.O.S.</u>	8
1755	<u>CHROMIC ACID, SOLUTION</u>	8
1760	<u>CORROSIVE LIQUID N.O.S.</u>	8
1778	<u>FLUOROSILICIC ACID</u>	8
1789	<u>HYDROCHLORIC ACID</u>	8
1791	<u>HYPOCHLORITE SOLUTION</u>	8
1805	<u>PHOSPHORIC ACID, LIQUID or PHOSPHORIC ACID, SOLID</u>	8
1814	<u>POTASSIUM HYDROXIDE SOLUTION</u>	8
1830	<u>SULPHURIC ACID</u>	8
1866	<u>RESIN SOLUTION</u>	3
1903	<u>DISINFECTANT, LIQUID, CORROSIVE, N.O.S.</u>	8
1944	<u>MATCHES, SAFETY</u>	4.1
1950	<u>AEROSOLS</u>	2
1954	<u>COMPRESSED GAS, FLAMMABLE, N.O.S.</u>	2.1
1956	<u>COMPRESSED GAS, N.O.S.</u>	2.2
1968	<u>INSECTICIDE GAS, N.O.S.</u>	2.2
1978	<u>PROPANE</u>	2.1
1984	<u>TRIFLUOROMETHANE (REFRIGERANT GAS R 23)</u>	2.2
1986	<u>ALCOHOLS, FLAMMABLE, TOXIC, N.O.S.</u>	3 (6.1)
1987	<u>ALCOHOLS, N.O.S.</u>	3
1992	<u>FLAMMABLE LIQUID, TOXIC, N.O.S.</u>	3 (6.1)
1993	<u>FLAMMABLE LIQUID, N.O.S.</u>	3
2014	<u>HYDROGEN PEROXIDE, AQUEOUS SOLUTION</u>	5.1 (8)
2035	<u>1,1,1-TRIFLUOROETHANE (REFRIGERANT GAS R 143a)</u>	2.1
2037	<u>RECEPTACLES, SMALL, CONTAINING GAS (GAS CARTRIDGES)</u>	2
2053	<u>METHYL ISOBUTYL CARBINOL</u>	3
2079	<u>DIETHYLENETRIAMINE</u>	8
2193	<u>HEXAFLUOROETHANE, COMPRESSED (REFRIGERANT GAS R 116, COMPRESSED)</u>	2.2
2208	<u>CALCIUM HYPOCHLORITE MIXTURE, DRY</u>	5.1
2238	<u>CHLOROTOLUENES</u>	3
2259	<u>TRIETHYLENETRAMINE</u>	8
2464	<u>N,N-DIMETHEHYLCYCLOHEXYLAMINE</u>	5.1
2588	<u>PESTICIDE, SOLID, TOXIC, N.O.S.</u>	6.1
2627	<u>NITRITES, INORGANIC, N.O.S.</u>	5.1
2735	<u>AMINES LIQUID, CORROSIVE, N.O.S. or POLYAMINES LIQUID, CORROSIVE, N.O.S.</u>	8

2790	ACETIC ACID SOLUTION	8
2794	BATTERIES, WET, FILLED WITH ACID	8
2795	BATTERIES, WET, FILLED WITH ALKALI	8
2796	SULPHURIC ACID or BATTERY FLUID, ACID	8
2800	BATTERIES, WET, NON-SPILLABLE	8
2809	MERCURY	8
2810	TOXIC LIQUID, ORGANIC, N.O.S.	6.1
2811	TOXIC SOLID, ORGANIC, N.O.S.	6.1
2831	1,1,1-TRICHLOROETHANE	6.1
2834	PHOSPHOROUS ACID	8
2842	NITROETHANE	3
2903	PESETICIDE LIQUID, TOXIC, FLAMMABLE	6.1 (3)
2909	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE - ARTICLES MANUFACTURED FROM NATURAL URANIUM or DEPLETED URANIUM or NATURAL THORIUM	7
2910	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE - LIMITED QUANTITY OF MATERIAL	7
2911	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE - INSTRUMENTS or ARTICLES	7
2920	CORROSIVE LIQUID, FLAMMABLE, N.O.S.	8 (3)
2922	CORROSIVE LIQUID, TOXIC, N.O.S.	8 (6.1)
2924	FLAMMABLE LIQUID, CORROSIVE, N.O.S.	3 (8)
2990	LIFE-SAVING APPLIANCES, SELF-INFLATING	9
3066	PAINT or PAINT RELATED MATERIAL	8
3077	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S.	9
3082	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.	9
3085	CORROSIVE SOLID, OXIDIZING, N.O.S.	5.1 (8)
3090	LITHIUM BATTERIES	9
3139	OXIDIZING LIQUID, N.O.S.	5.1
3164	ARTICLES, PRESSURIZED, PNEUMATIC or HYDRAULIC	2.2
3259	AMINES, SOLID, CORROSIVE, N.O.S. or POLYAMINES, SOLID, CORROSIVE, N.O.S.	8
3264	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S.	8
3265	CORROSIVE LIQUID, ACIDIC, ORGANIC, N.O.S.	8
3266	CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.	8
3267	CORROSIVE LIQUID, BASIC, ORGANIC, N.O.S.	8
3269	POLYESTER RESIN KIT	3
3316	CHEMICAL KIT or FIRST AID KIT	9

ATTACHMENT 4

SEE ATTACHED DOCUMENT ON WEB NAMED "CITY REPORT BY LOCATIONS."

ATTACHMENT 5A
SCR Matrix
Container Pools

SHIPPER ORIGIN	DESTINATIONS						
	Neur/UK	Spain	Italy	Turkey	Korea	Japan	Okinawa
AAFES Forest Park	5x20'; 10x40'	-	-	-	-	-	-
AAFES Dan Daniels	20x20'; 100x40'	-	2x20'; 4x40'	1x20'; 2x40'	-	-	-
AAFES DDSJ	-	-	-	-	6x20'; 15x40'	6x20'; 10x40'	6x20'; 15x40'
DLA DDSP	30x40'; 1x40R	-	3x40'	-	-	-	-
DLA DDSJ	-	-	-	-	22x40'	25x40'	14x40'
DECA MDV Norfolk	18x40'; 18x40R	-	-	-	-	-	-
DECA, Stockton, CA	-	-	-	-	8x40'; 8x40R	8x40'; 8x40R	8x40'; 8x40R
DPV Valdosta, GA	9x40'; 9x40R	-	-	-	-	-	-
DPV Pokomoke City, MD	-	3x40'; 3x40R	3x40'; 3x40R	-	-	-	-
DPV La Mirada, CA	-	-	-	-	10x40'; 10x40R	-	-
DPV Stockton, CA	-	-	-	-	-	5x40'; 1x40R	-
DPV Richmond, CA	-	-	-	-	-	6x40R	-
NEXCOM Norfolk	1x20'	5x40' (incl Italy)	-	-	-	-	-
NEXCOM Chino, CA	-	-	-	-	-	6x40'	-
NEXCOM Montebello, CA	-	-	-	-	-	4x40'	-
MPSA Richmond, CA	-	-	-	-	10x20'; 2x40'	6x20'; 2x40'	5x40'
MPSA Jersey City	18x20'; 22x40'	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	Macedonia	Croatia	-	-	-	-	-
DPV Pokomoke City, MD	6x40'; 6x40R	3x40'; 5x40R	-	-	-	-	-

ATTACHMENT 5B
USC-04 SCR Transit TimeMatrix

EAST AND GULF COASTS			
PIER TO DOOR	DESTINATION	Days	
<u>EAST COAST*</u>	<u>GERMANY**</u>	<u>20</u>	* For pier service from ports not served by direct vessel call add the following number of days
	<u>GERMERSHEIM, GE</u>	<u>22</u>	
	<u>KAISERSLAUTERN, GE</u>	<u>21</u>	
	<u>BELGIUM</u>	<u>20</u>	BOSTON 5
	<u>NETHERLANDS</u>	<u>20</u>	CHARLESTON 1
	<u>UNITED KINGDOM</u>	<u>19</u>	JACKSONVILLE 2
	<u>AVIANO, ITALY</u>	<u>26</u>	BALTIMORE 1
	<u>BRANDISI, ITALY</u>	<u>22</u>	NEW YORK 2
	<u>CATANIA, ITALY</u>	<u>22</u>	
	<u>LEGHORN, ITALY</u>	<u>25</u>	
	<u>NAPLES, ITALY</u>	<u>18</u>	** EXCEPT GERMERSHEIM AND KAISERSLAUTERN
	<u>VICENZA, ITALY</u>	<u>26</u>	
	<u>ROTA, SPAIN</u>	<u>16</u>	
	<u>MORON AB, SPAIN</u>	<u>17</u>	FOR PIER TO DOOR, OR PIER TO PIER
	<u>TURKEY</u>	<u>28</u>	SERVICE, TRANSIT TIME SHALL BE MEASURED STARTING WITH THE FIRST
	<u>SKOPJE, MACEDONIA</u>	<u>28</u>	FULL 24 HOUR DAY AS DAY ONE FOLLOWING THE DATE OF SAILING FROM
	<u>PRIZREN, YUGOSLAVIA</u>	<u>28</u>	THE DIRECT LOAD PORT AND ENDING
	<u>TUZLA, BOSNIA</u>	<u>26</u>	ON DAY OF DELIVERY AT FINAL DESTINATION.
	<u>SARAJEVO, BOSNIA</u>	<u>26</u>	
	<u>TASZAR, HUNGARY</u>	<u>22</u>	
<u>GULF COAST</u>	<u>GERMANY**</u>	<u>25</u>	FOR SHIPMENTS MARKED FOR ORIGIN
	<u>GERMERSHEIM, GE</u>	<u>27</u>	SERVICE, TRANSIT TIME SHALL BE CALCULATED COMMENCING WITH THE
	<u>BELGIUM</u>	<u>23</u>	CARRIER'S CUTOFF DATE FOR THE ORIGIN POINT WHERE THE STUFFED
	<u>NETHERLANDS</u>	<u>23</u>	CONTAINER IS PICKED UP BY THE CARRIER FOR THE BOOKED VESSEL AND ENDING THE DAY OF DELIVERY AT
	<u>UNITED KINGDOM</u>	<u>24</u>	FINAL DESTINATION. THE CUTOFF DATE COUNTS AS DAY ZERO.
DOOR TO DOOR			
<u>VALDOSTA, GA</u>	<u>LAKENHEATH, UK</u>	<u>20</u>	

<u>ALBERT LEE, MN</u>	<u>FRANKFURT, GE</u>	<u>24</u>
<u>ALEXANDRIA, IN</u>		<u>22</u>
<u>ATLANTA</u>		<u>21</u>
<u>CARTHAGE, MO</u>		<u>24</u>
<u>CHICAGO, IL</u>		<u>23</u>
<u>DADE CITY, FL</u>		<u>21</u>
<u>DALLAS, TX</u>		<u>22</u>
<u>DARIEN, WI</u>		<u>23</u>
<u>DAYVILLE, CT</u>		<u>21</u>
<u>FLEMINGTON, NJ</u>		<u>21</u>
<u>FLORENCE, AL</u>		<u>22</u>
<u>HEYBURN, ID</u>		<u>26</u>
<u>HOPKINS, MN</u>		<u>24</u>
<u>JOHNSON CITY, TN</u>		<u>21</u>
<u>KNOXVILLE, TN</u>		<u>21</u>
<u>LODI, CA</u>		<u>21</u>
<u>LOUISVILLE, KY</u>		<u>22</u>
<u>MCALLEN, TX</u>		<u>23</u>
<u>MARTEL, OH</u>		<u>22</u>
<u>MECHANICSBURG, PA</u>		<u>21</u>
<u>MOOREHEAD, MS</u>		<u>21</u>
<u>PERRYSBURG, OH</u>		<u>22</u>
<u>RUSSELVILLE, AR</u>		<u>22</u>
<u>ST. MICHAEL, MN</u>		<u>24</u>
<u>SAVANNAH, GA</u>		<u>20</u>
<u>SEATTLE, WA</u>		<u>28</u>
<u>SIOUX CITY, IA</u>		<u>24</u>
<u>VALDOSTA, GA</u>		<u>21</u>
<u>Jersey City, NJ</u>	<u>Germany</u>	
	<u>UK</u>	
	<u>BENELUX</u>	
	<u>Spain</u>	
	<u>Italy</u>	
<u>POKOMOKE CITY, MD</u>	<u>ALICANTE, SPAIN</u>	<u>17</u>
	<u>CESENA, ITALY</u>	<u>25</u>
	<u>SKOPJE, MACEDONIA</u>	<u>24</u>
	<u>AL KHARJ, SA</u>	<u>37</u>
	<u>RIYADH, SA</u>	<u>37</u>
	<u>KUWAIT CITY, KU</u>	<u>38</u>
<u>ALEXANDRIA, IN</u>	<u>PETRINJA, CROATIA</u>	<u>27</u>

<u>CHICAGO, IL</u>	<u>28</u>
<u>ATLANTA, GA</u>	<u>26</u>
<u>DENNISON, IA</u>	<u>29</u>
<u>FLEMINGTON, NJ</u>	<u>26</u>
<u>FOREST PARK, GA</u>	<u>26</u>
<u>JOHNSON CITY, TN</u>	<u>26</u>
<u>LEXINGTON, NE</u>	<u>30</u>
<u>LOUISVILLE, KY</u>	<u>27</u>
<u>MARTEL, OH</u>	<u>27</u>
<u>MECHANICSBURG, PA</u>	<u>26</u>
<u>RUSSELVILLE, AR</u>	<u>29</u>
<u>SAVANNAH, GA</u>	<u>26</u>
<u>VALDOSTA, GA</u>	<u>24</u>

<u>WEST COAST</u>	-	-	
<u>PIER TO DOOR</u>			
-			
<u>LOS ANGELOS</u>	<u>KOREA</u>	<u>23</u>	
<u>SAN FRANCISCO</u>		<u>22</u>	
<u>PUGET SOUND</u>		<u>24</u>	
-			
<u>LOS ANGELOS</u>	<u>JAPAN</u>	<u>19</u>	
<u>SAN FRANCISCO</u>		<u>18</u>	
<u>PUGET SOUND</u>		<u>20</u>	
-			
<u>LOS ANGELOS</u>	<u>OKINAWA</u>	<u>24</u>	
<u>SAN FRANCISCO</u>		<u>23</u>	
<u>PUGET SOUND</u>		<u>25</u>	

<u>WEST COAST</u>	-	-	
<u>DOOR TO DOOR</u>			
<u>MT. VERNON, WA</u>	<u>NAHA, OKINAWA</u>	<u>25</u>	
<u>PUGET SOUND Z1</u>		<u>25</u>	
<u>MODESTO, CA</u>		<u>25</u>	
<u>SAN FRANCISCO BAY Z2</u>		<u>25</u>	
<u>ARLINGTON, WA</u>		<u>25</u>	
-			
<u>LA COUNTY Z2</u>	<u>PUSAN, KOREA</u>	<u>24</u>	
<u>SF BAY Z3</u>	<u>PUSAN, KOREA</u>	<u>24</u>	
<u>SF BAY Z3</u>	<u>PYONGTAEK, KOREA</u>	<u>24</u>	
<u>SF BAY Z3</u>	<u>UIJONBU, KOREA</u>	<u>24</u>	
-			
<u>STOCKTON</u>	<u>YOKOHAMA Z2</u>	<u>18</u>	
<u>STOCKTON</u>	<u>YOKOHAMA Z1</u>	<u>18</u>	
<u>SF BAY Z2</u>	<u>YOKOHAMA Z1</u>	<u>18</u>	
<u>SF BAY Z3</u>	<u>YOKOHAMA Z1</u>	<u>18</u>	

<u>STOCKTON, CA</u>	<u>SINGAPORE FFT</u>	<u>28</u>
<u>DDSP, PA</u>	<u>GERMANY</u>	<u>19</u>
	<u>UK</u>	<u>19</u>
	<u>BELGIUM</u>	<u>19</u>
	<u>AVIANO</u>	<u>22</u>
	<u>BRINDISI</u>	
	<u>LEGHORN</u>	<u>22</u>
	<u>VICENZA</u>	<u>22</u>
<u>DD SAN JOAQUIN, CA</u>	<u>IWAKUNI</u>	<u>18</u>
	<u>MISAWA</u>	<u>18</u>
	<u>SASEBO</u>	<u>18</u>
	<u>YOKOHAMA Z1</u>	<u>18</u>
	<u>YOKOHAMA Z2</u>	<u>18</u>
	<u>YOKOTA</u>	<u>18</u>
	<u>INCHON</u>	<u>22</u>
	<u>KUNSAN</u>	<u>22</u>
	<u>MUNSAN</u>	<u>22</u>
	<u>OSAN NI</u>	<u>22</u>
	<u>PUSAN</u>	<u>22</u>
	<u>PYONGTAEK</u>	<u>22</u>
	<u>SEOUL</u>	<u>22</u>
	<u>TAEGU</u>	<u>22</u>
	<u>TONG DUCHON NI</u>	<u>22</u>
	<u>UIJONGBU</u>	<u>22</u>
	<u>WAEGAN</u>	<u>22</u>
	<u>KADENA</u>	<u>25</u>
	<u>NAHA</u>	<u>25</u>
<u>INTERPORT</u>		
<u>GERMANY</u>	<u>NORWAY</u>	<u>5</u>
<u>KARLSRUHE, GE</u>	<u>CAIRO, EGYPT</u>	<u>18</u>
<u>GERMANY</u>	<u>SAUDI ARABIA</u>	<u>28</u>
<u>GERMANY</u>	<u>PERSIAN GULF</u>	<u>31</u>
<u>NETHERLANDS</u>	<u>PERSIAN GULF</u>	<u>31</u>
<u>GERMANY</u>	<u>AZORES</u>	<u>7</u>
<u>OKINAWA</u>	<u>PERSIAN GULF</u>	<u>31</u>

<u>FERRY</u>	-	-	
-			
<u>GERMANY</u>	<u>UNITED KINGDOM</u>	<u>1</u>	
<u>UNITED KINGDOM</u>	<u>GERMANY</u>	<u>1</u>	

ATTACHMENT 6OCEAN CARRIER PAYMENT PROCEDURES1.0 Section 1 – Traditional Payment Method

Carriers are entitled to receive basic freight payment within 30 days upon delivery of the cargo to the ultimate destination cited on the Shipping Order (SO). Payment will be computed for each container, breakbulk or Roll On/Roll Off (RO/RO) shipment and will consist of the sum of all payments due for all services ordered and furnished as described on the shipping order. Basic freight and accessorial payment will be based on the schedule of rates established for Universal Service Contract 04 (USC 04). All payments earned will be made in accordance with the Federal Acquisition Regulation (FAR) 52.212-4. The shipper must submit Transportation Control and Movement Document (TCMD) data for each container load of cargo or for each Transportation Control Number (TCN) pertaining to a breakbulk shipment. This information is utilized to produce an ocean manifest. The ocean manifest is compared to the SO for payment purposes. The SO is generated once the booking is made and contains all relevant booking data. When a discrepancy exists between the ocean manifest and the SO, the paying officer will advise the Contracting Officers Representative (COR) or the Ordering Officer (OO). The COR, in conjunction with the OO, will take action to resolve the issue. Failure on the part of the Government to produce an accurate cargo manifest in a timely manner will not preclude the carrier from submitting an invoice upon delivery of the cargo. The carrier must submit required documentation (Electronic Data Interchange (EDI) EDI 315 Transaction Set) as mandated by the contract. This documentation may be utilized to confirm that services were performed. The carrier is not entitled to payment if services performed were not requested or approved by the Contracting Officer (CO) or his/her designee prior to performance.

1.1 Container1.1.1 Basic Freight

The carrier may submit, in accordance with the SO, a certified invoice for origin linehaul and ocean freight to the Military Traffic Management Command (MTMC) activity designated as the paying office after a stuffed container has been picked up by the carrier or has been received at their terminal for movement. The invoice should be broken down by Contract Line Item Number (CLIN) for the service being invoiced, i.e., drayage, linehaul, ocean transportation, accessorial, and must contain the following statement: *I hereby certify that the above bill is correct and just; and services were performed as ordered.* In addition, **Figure 1, Sample Billing-Invoice**, of this attachment, depicts all of the information that the carrier should provide. Once a container has been off-loaded at the port of discharge (POD), the carrier may be paid the basic ocean rate and payment for any drayage or linehaul service performed prior to loading. Payment of freight shall be based on the number, size and type of container or the tonnage shown on the manifest, whichever is applicable. The Government may use any information available to it to establish container discharge for purposes of payment. Discharge of the container will be deemed to have occurred upon expiration of two (2) working days after arrival of the vessel at the POD. The MTMC paying offices are listed below:

- Area of Responsibility: Export from United States, Central and South America, and the Caribbean Islands.

Military Traffic Management Command
Deployment Support Command
Attn: RM-I
661 Sheppard Place
Fort Eustis, VA 23604-5000

Telephone: 757-878-8380 DSN: 927-8380
Facsimile: 757-878-7895 DSN: 927-7895

Point of Contact: Isaac McGlothen
Email: Mcglotheni@mtmc.army.mil

- Area of Responsibility: Export from Continental Europe, United Kingdom, Ireland, Baltic, Mediterranean, Middle East, South Asia, Indian Ocean and Africa.

598th Transportation Group
Payment Certification and Billing Division
(MSC London)
Doe Complex, Block 1, Wing 5
Lime Grove, RUISLP

Middlesex HA4 8RT, United Kingdom

Telephone: 44-208-385-5383

Facsimile: 44-208-385-5195

Point of Contact: Mr. Wickersham

Email: wickersj@pcbo.mtmc598th.army.mil

• **Area of Responsibility: Export from Far East, Australia, New Zealand, Marshall Islands (Kwajalein), Guam, Hawaii**

599th Transportation Terminal Group

Carrier Invoice and Payment Branch

Bldg. 200, Room 101

Mizuo-San Ban Bashi Nai (North Dock)

Mizuo-Cho Kanagawa-Ku

Yokohama, JA

- OR -

PSC 471, FPO AP 96347

Telephone: 81-045-451-0179 DSN: 269-6102

Facsimile: 81-45-451-3664 DSN: 269-6147

Point of Contact: Jeff Hammond

Email: Hammondj@836tb.yokohama.army.mil

Destination linehaul freight shall be paid upon delivery of the container to its ultimate destination. Delivery may be established based on certification of delivery by the CO or his/her designated authority resulting from information available to the Government. A copy of a receipt signed by the consignee or its agent may also be used to establish delivery. Delivery to the ultimate consignee will be deemed to have occurred upon placement of a container at the ultimate destination or upon expiration of two (2) working days after the carrier tenders the container for delivery.

When a stuffed container is picked up by the carrier or delivered to the carrier for movement under a single factor rate, the carrier may submit to the MTMC activity designated as the paying office a certified invoice broken down by CLIN and in accordance with the SO. Upon discharge of a container at the POD, the carrier will be paid the full amount of the applicable single factor rate. Payment of freight will be made based on the number of containers or the tonnage and cargo shown on the manifest, whichever is applicable.

1.1.2 Stop-offs

When stop-off service is performed, the carrier will be entitled to the freight based on the drayage or linehaul rate either to the point of origin or destination, or to a stop-off point, whichever is greater. When more than one (1) pickup or delivery location within the contiguous property of the vendor or activity is required for the same container, 33% of the appropriate stop-off rate shall be applied for performing a delivery or pickup at each additional location.

1.1.3 Detention

Detention invoices must be submitted to the CO's representative designated to certify such invoices not later than six (6) months after vessel discharge. Detention invoices received after that time will not be certified for payment and the carrier waives any right to payment, unless the delay is due to a Government failure to provide documentation in a timely manner. **Figure 2, Standard Billing Detention Form**, depicts all of the information that the carrier should provide on their invoice.

1.2 Breakbulk

1.2.1 Basic Freight

When the vessel loaded with Government cargo sails, the carrier may submit a properly certified invoice to the MTMC paying office. The carrier is entitled to payment upon the delivery of the cargo at the POD. The delivery of the cargo shall be deemed to occur upon the estimated date of arrival at the discharge port as provided by the carrier on the invoice. When the carrier submits the invoice at the time of sailing, payment shall occur within 30 days from the date the invoice is received by the paying office. If the invoice is submitted upon the vessel's arrival at the POD, payment will be made within 30 days after delivery. Payment will be made on the basis of manifested measurement tons (MsTs) of 40 cubic feet or 2240 lbs., whichever produces the greater revenue.

The carrier must submit a properly certified invoice similar in format to **Figure 1, Sample Billing Invoice**. The invoice must contain the following statement: *I hereby certify that the above bill is correct and just; and services were performed as ordered.* The invoice should be broken down by CLIN and indicate the TCN, ocean freight and any accessorial services, including outport arbitrary, extra length, liner terms and Barge Freight All Kinds (FAK), ordered by the booking office and performed by the carrier. A copy of the MTMC manifest, supplements or adjustments is not required but can be attached for the convenience of the carrier and the paying office.

1.2.2 Demurrage

Any time lost in conjunction with damages caused by the Government stevedores will be for the account of the Government and payable, at the demurrage rate, upon presentation of a properly supported and certified invoice. The carrier must provide all invoices related to demurrage to the COR, who will verify the services and certify the invoice for payment.

1.3 Payment Issues Common to both Breakbulk and Container Carriers

1.3.1 Additional Charges

The carrier shall pay all charges and expenses incurred for the account of the Government, which are not covered under an accessorial rate and which are not paid directly by the Government or the consignee. These charges may include dues, charges, duties and taxes customarily levied on the cargo. The carrier will present properly supported invoices to the local COR/OO, who will verify, certify and authorize reimbursement by the paying office.

1.3.2 Service Changes

Any service changes ordered, such as diversion of cargo to another POD or vessel terms of carriage, after lift has occurred will be reported to the paying office, with a copy to the origin COR and the Deployment Support Command (DSC) Booking Office, via email or facsimile by the entity authorizing the change. In CONUS, the COR/DSC Booking Office will verify the services and provide authorization to the paying office.

1.3.3 Discrepancy Resolution

When the amount charged by the carrier differs from the services provided, as listed on the MTMC manifest and/or the SO, the paying office will resolve the differences with the DSC Booking Office, documentation office and or the cargo management office. The carrier should contact the paying office to resolve any under or over payments.

When a carrier is aware of any discrepancies in the military manifest, the carrier should contact the local documentation office to obtain a corrected manifest. The carrier may invoice the Government for the remainder of the freight movement while working with the documentation office to obtain a manifest adjustment or the carrier may delay the invoice until the entire manifest is correct. The carrier may be required to provide evidence (i.e., cargo survey reports reflecting discrepancies, corrected TCMDs, etc.) to support the change. The documentation office will correct the data entries in Worldwide Port System (WPS) resulting in a properly documented manifest.

2.0 Section 2 – Management Reform Memorandum 15 (MRM 15) Payment Method

MRM 15 containers can be identified by a “M” in the 11th position of the TCN. The MRM 15 program is currently required only for Continental United States (CONUS) outbound containers. Ultimately, the process will be implemented for Outside CONUS (OCONUS) outbound containers as well as breakbulk and RO/RO cargo. Thirty days prior to the implementation of MRM 15 OCONUS and for all breakbulk shipments, the carrier will be contacted and advised of pending enforcement. Under MRM 15 procedures, carriers are entitled to receive basic freight, in addition to accessorial services ordered, when the confirmation of lift is recorded in PowerTrack. Payment will be computed based on the booking, the Shipping Instruction (SI), the Verified Shipping Instruction (VSI) and the carrier's EDI 315 Transaction Set– “VD” Vessel Departure. If there is a mismatch among the four (4) documents, the appropriate party will make corrections before payment is made. Any post lift change in service orders, including diversions and detention will be processed via the PowerTrack eBill process. Any illegal service changes executed by the carrier will not be paid. The principal Government participants in the process are, MTMC DSC Booking, Documentation and Resource Management (RM) Offices, MTMC OCONUS booking offices, MTMC OCONUS Ports (PODs), MTMC Contracts Office and the Integrated Booking System Project Management Office (IBS-PMO). The MRM 15 Points of Contact are listed below:

Military Traffic Management Command
Deployment Support Command
661 Sheppard Place
Fort Eustis, VA 23604-5000

Telephone: 757-878-xxxx or DSN: 927-xxxx
Facsimile: 757-878-xxxx or DSN: 927-xxxx

<u>Office</u>	<u>Point of Contact</u>	<u>Tel.</u>	<u>Fax. Ext.</u>	<u>Email</u>
<u>Documentation Division</u>	<u>Joe Repp</u>	<u>8621</u>	<u>8625</u>	<u>Reppj@mtmc.army.mil</u>
<u>DSC Booking Office</u>	<u>Margaret Sitts</u>	<u>5348</u>	<u>1810</u>	<u>Sitts@mtmc.army.mil</u>
<u>DSC Booking Office</u>	<u>Jim Hudgens</u>	<u>5110</u>	<u>1810</u>	<u>Hudgens@mtmc.army.mil</u>
<u>Paying Office</u>	<u>Isaac McGlothen</u>	<u>8380</u>	<u>7895</u>	<u>Mcglotheni@mtmc.army.mil</u>

The primary functions in the MRM 15 payment process include the booking, documentation, cargo movement and customs clearance, carrier payment request and carrier payment. Unique MRM 15 requirements for documentation and cargo movement, as they relate to payment, are clarified below.

2.1 Documentation

Accuracy in documentation is the key to accurate billing and payment. The shipper will generate the SI/ TCMD, the carrier the EDI 315 Transaction Set "VD". The MTMC DSC Booking Office will perform all documentation-based changes in IBS-Commercial Sealift System (CSS). The DSC Booking Office, working with the shipper and/or carrier, will receive all updates and enter them into IBS-CSS. Carriers will have access to the IBS-CSS website to view, but not change the booking, SI, VSI or EDI 315 data.

2.1.1 IBS-CSS will compare the booking with the SI. All workload data matching between booking and SI data will be performed and stored in IBS-CSS prior to transmitting it as a "priced-out VSI" to the carrier and PowerTrack. If there is not a match at the field level for one of the primary data elements, the SI will be neither "verified" nor priced-out until the discrepancy is reconciled. The primary data elements are: Port Call File Numbers (PCFN), Port of Embarkation (POE), POD, consignee Department of Defense Activity Address Code (DoDAAC), carrier Standard Carrier Alpha Code (SCAC), van type and size, commodity code, number of stop-offs, if any, and location, origin and destination term (referred to as contract terms in IBS-CSS) and contract number.

2.1.1.1 If there is a match between the booking and the SI, the VSI is created and stored in the Integrated Booking System (IBS) and transmitted to the carrier (unpriced) to provide the shipment details. It is also transmitted through the IBS pricing module to generate a "priced-out VSI" to PowerTrack for carrier payment. This price will be calculated based on the services ordered.

2.1.1.2 If there is a mismatch between the booking and SI data, the DSC Booking Office will contact the shipper to resolve the discrepancy and make the necessary changes in IBS-CSS. Corrections to mismatched data are to be reconciled in IBS-CSS within three (3) Government business days from the time the mismatch is flagged. After the correction has been made, the VSI will be generated, priced out and transmitted to PowerTrack.

2.1.1.3 In the event "vessel cutoff" has occurred, and the SI has not been received by IBS, the carrier will notify the DSC Documentation Office, who in turn will contact the shipper to determine if the SI was submitted or not. If the SI was submitted but not received, the MTMC IBS Branch will research and resolve the problem with the shipper. If the SI was not submitted, the DSC documentation office will insure that the shipper submits the data.

2.1.2 EDI 315 Transaction Set – "VD" Vessel Departure

The carrier will generate and transmit the EDI 315 Transaction Set to IBS via the Department of Defense (DoD) EDI mailbox for the "VD" Vessel Departure event. The carrier will generate and transmit one (1) EDI 315 Transaction Set for each container lifted. They will also transmit EDI 315 Transaction Set data to U.S. Bank for entry into PowerTrack.

2.1.2.1 In the event an EDI 315 Transaction Set is not received by IBS, the DSC Documentation Office will contact the carrier to determine if lift has occurred and if the EDI 315 Transaction Set was submitted. If the EDI 315 Transaction Set was submitted, the MTMC IBS Branch will research and resolve the problem with the carrier. If the EDI 315 Transaction Set was not submitted, the DSC Documentation Office will insure that the carrier submits the data.

2.1.2.2 In the event an EDI 315 Transaction Set is not received by PowerTrack, the DSC Documentation Office and the carrier must first mutually agree that lift has occurred and then concur on the correct data. The carrier will search PowerTrack for orphan records. If orphan records are found, it will be updated. If orphan records are not found, the carrier will enter the correct EDI 315 Transaction Set data in PowerTrack.

2.1.3 IBS-CSS will compare the VSI and the carrier's EDI 315 Transaction Set. This will verify that the container was lifted, order rules were not violated, terms for carrier payment are still valid and accurate, and that cargo routing is the same as ordered. The data fields for verification are: POE, POD, consignee DoDAAC, consignor DoDAAC, contract number, carrier, van type and size, ship name, sail

date, contract terms (origin/destination code for the container), container number, voyage number (commercial), van owner, International Radio Call Sign (IRCS), and military Voyage Document (VoyDoc).

2.1.3.1 If there is a match between the VSI and EDI 315 Transaction Set, nothing further will be transmitted to PowerTrack for carrier payment.

2.1.3.2 If there is a mismatch between VSI and EDI 315 Transaction Set data that **does not result in a price change**, the DSC Booking Office will contact the carrier to resolve the discrepancy and make the necessary changes in IBS-CSS. Nothing further will be transmitted to PowerTrack.

2.1.3.3 If there is a mismatch between the VSI and EDI 315 Transaction Set data **that results in a price change**, (from the original priced-out VSI transmitted to PowerTrack), the DSC Booking Office will contact the carrier to resolve the discrepancy and make the necessary changes in IBS-CSS. Once the discrepancies are resolved, IBS-CSS will re-price the VSI and re-transmit to PowerTrack.

If carrier payment had not yet been executed via PowerTrack, the “re-priced VSI” will serve as the Government’s expected charges. If payment has been executed (using the original priced-out VSI), the price variance will be offset via the eBill process.

2.2 Cargo Movement

2.2.1 The DSC documentation office will insure the carrier is provided with a VSI or Provisional Instruction (PI) prior to vessel cutoff. The carrier will perform services according to the PI if the VSI is unavailable.

2.2.2 If service changes occur, including diversions, after lift has occurred, the entity ordering the change will notify the DSC Booking Office. The DSC Booking Office will notify DSC-RM so that any required rate adjustments can be made in PowerTrack. The notification will be made by email or facsimile.

2.2.2.1 If the change of service was initiated by the DSC Booking Office, they will notify DSC-RM.

2.2.2.2 If the change of service was initiated by MTMC Overseas booking office (Ocean Cargo Clearance Authority (OCCA)), they will notify the DSC Booking Office as well as DSC-RM.

2.2.2.3 If the change of service was initiated by the MTMC Port (POD), they will notify the DSC Booking Office as well as DSC-RM.

2.2.2.4 If the change of service was initiated by the carrier, they will notify the DSC Booking Office, who will notify the shipper, MTMC Port (POD), MTMC Overseas booking office (OCCA), and DSC-RM.

The DSC Booking Office will verify the new services ordered and authorize DSC-RM to make the change in PowerTrack.

2.2.3 In the event the change of service ordered is outside the scope of the contract, DSC-RM will notify the CO or his/her designated representative, who will insure the legality of the transaction.

2.2.3.1 If the change of service ordered is deemed to be legal, the CO will establish a rate for payment to the carrier and notify DSC-RM.

2.2.3.2 If the change of service ordered is illegal, the CO will notify the DSC Booking Office, who will contact the carrier and ordering entity to stop the execution of the service change order.

2.2.3.3 If the illegal service change order has already been executed, the carrier is not entitled to payment.

2.2.3.4 In the event the change of service is a diversion, the entity ordering the change will also notify the carrier and the MTMC Port representative at the new POD. The MTMC Port (POD) will then access IBS-CSS and pull down the shipping information for customs clearance using the “POD Diversion” function.

2.2.3.5 In the event there are detention charges associated with a container, the carrier will notify the DSC-RM, who will in turn initiate the government’s verification process of the changes.

2.3 Carrier Payment Request

2.3.1 The carrier will have the option of sending an electronic invoice to PowerTrack or using the invoiceless approach. Regardless of the option chosen, the carrier is required to submit EDI 315 Transaction Set - “VD” Vessel Departure event for each container to confirm lift. If the EDI 315 Transaction Set is not received, PowerTrack will not complete the payment process.

2.3.1.1 A transaction in PowerTrack can be updated with data from IBS-CSS or the carrier prior to remitting payment. PowerTrack will accept and replace transaction sets with the most recently submitted data. In situations where transactions are updated, comments must be documented in PowerTrack for audit purposes.

2.3.1.2 In the event that a data update results in a price change after a transaction has been approved for payment, but prior to execution of the transaction (invoiceless manual payment approach), the transaction will not be executed. DSC-RM and the carrier will be notified in an on-line exception report. DSC-RM will reconcile the discrepancy in order for the transaction to be re-approved in PowerTrack.

2.3.1.3 In the event that a data update is transmitted to PowerTrack, but payment has been executed, DSC-RM and the carrier will be notified and will resolve any price changes via the PowerTrack eBill process.

2.3.2 Post lift changes, to include diversions and detention charges will be paid through PowerTrack. The carrier will submit an e-bill to PowerTrack. DSC-RM will coordinate with the booking and/or cargo management office who will certify for payment. Liquidated damages or payments resulting from failure to meet contractual guarantees will be handled in the traditional method.

2.3.3 All pricing details by PCFN, container or type service level will be viewable in PowerTrack via the Internet. Carriers will not have the capability to view the price in IBS-CSS prior to sending an invoice/payment request (or EDI 315 Transaction Sets for the invoiceless approach) to PowerTrack.

2.3.3.1 VSI data will be priced out at the ocean freight, accessorial and type service level for transmission to PowerTrack.

2.3.3.2 Carrier invoices must separate the charges into the type service level.

2.3.3.3 If a priced-out VSI has not been generated by the time the carrier's EDI 315 Transaction Set is received by PowerTrack, the DSC documentation office will insure that one is transmitted to PowerTrack within three (3) Government business days from the time the EDI 315 Transaction Set was received in PowerTrack.

2.4 Carrier Payment

2.4.1 The carrier payment process cannot begin until there is a confirmation that services have been performed. The event to confirm that services have been performed will be the receipt of the carrier's EDI 315 Transaction Set for the "VD" – Vessel Departure event. Confirmation of lift must be recorded in PowerTrack before the carrier can be paid.

2.4.2 Carriers will have the option of either submitting an electronic invoice to PowerTrack or not. If the carrier is submitting an invoice (the invoice approach), they will not have the option for manual payment approval (auto-pay only). The carrier will submit their invoice data to PowerTrack after vessel departure. If the carrier is not sending an invoice (the invoiceless approach), payment can be executed either automatically or manually, depending on the carrier's preference. The carrier will have the option of establishing a tolerance level with the bank outside of which payment will not be automatic. If the tolerance level is exceeded, the entire transaction will be put on hold, and no payment will be made until the carrier and DSC-RM reach a resolution.

2.4.2.1 Invoice Approach – If the carrier has elected to submit an invoice, payment can be executed under the auto-pay approach if the dollar amounts in MTMC's priced-out VSI equal the amount in the carrier's invoice transmission, and if the PCFN, van owner, container number and service type match as well.

2.4.2.2 If the priced-out VSIs and the carrier's invoice do not match, payment can be made to the carrier at the lower of the two (2) amounts. After payment has been executed, the carrier and DSC-RM will resolve the discrepancy, and the resulting offset will be adjusted via the eBill process.

2.4.2.3 Invoiceless Approach – If the carrier elects the invoiceless approach, they will only send the EDI 315 Transaction Set "VD" to PowerTrack. PowerTrack will automatically generate a payment transaction when the carrier's EDI 315 Transaction Set enters PowerTrack and there is a match between the EDI 315 Transaction Set and MTMC's priced-out VSI. This matching is done at the PCFN-container level, and must match van owner and container number.

2.4.3 Under the manual approach, available only under the invoiceless choice, the carrier will have three (3) Government business days to access PowerTrack and either accept or dispute the payment transaction. The carrier may accept the transaction, not accept the transaction, or not respond to the transaction.

2.4.3.1 If the carrier accepts the transaction payment will be executed.

2.4.3.2 If the carrier does not accept the transaction, payment will be put on "hold" until DSC-RM and the carrier resolve the discrepancy.

2.4.3.3 If the carrier does not respond to the payment transaction within three (3) Government business days, payment will automatically be executed by PowerTrack. DSC-RM will adjust any offsets required after payment has been executed via the eBill process.

2.4.4 DSC-RM and the carrier are responsible for researching and resolving all discrepancies.

2.4.4.1 DSC-RM will have three (3) Government business days from the time the discrepancy is flagged in PowerTrack to respond to it. The discrepancy is flagged through the Audit Exception and Approval Request Reports.

2.4.4.2 Once resolution is achieved, the transaction or data will be correctly updated in both PowerTrack and IBS-CSS. Remarks will also be made in PowerTrack for audit control purposes. If the error pertains to the EDI 315 Transaction Set, the carrier will make the correction and annotate remarks in PowerTrack. If the error pertains to either the booking or SI/VS data, the DSC Booking Office will make corrections in IBS-CSS. IBS-CSS will re-price and send the updated transaction to PowerTrack.

2.4.4.3 Payment will be remitted to the carrier via Electronic Funds Transfer (EFT). (Rules governing EFT payment will be finalized with each carrier individually by U.S. Bank.)

2.4.5 In instances of carrier overpayment, lowered Government price, or where additional charges are incurred by the carrier after original payment has been executed, adjustments or off-sets will be made by DSC-RM through use of an eBill.

2.4.5.1 All eBills will require manual approval by DSC-RM for processing, to include the government's manual verification of any carrier detention charges.

2.4.5.2 Either the carrier or DSC-RM will be able to submit an eBill. Once in PowerTrack either the carrier or DSC-RM will have three (3) Government business days to respond to an eBill. If it is a carrier submitted eBill, MTMC DSC-RM has the authority to approve or dispute the offset. If DSC-RM submitted the eBill, the carrier has the authority to approve or dispute the offset.

2.4.5.3 If an eBill is disputed, the transaction will not be executed until resolution is obtained from DSC-RM.

JTMO STANDARD BILLING - INVOICE

CARRIER					INVOICE NO					
SHIPPING ORDER NO					CONTRACT NO					
SHIP NAME					VOYAGE DOCUMENT NO. (MILITARY)					
SAILING DATE PORT OF LOADING PORT OF DISCHARGE ROUTE INDEX & ZONE	NUMBER OF CONTAINERS or BREAKBULK TON NUMBER	CLIN	INITIAL ORIGIN	ULTIMATE DESTINATION	TYPE SERVICE OR CHARGE	UNIT OF MEASURE	CARGO CATEGORY	QUANTITY (in terms of measure)	APPLICABLE RATE PER EACH UNIT OF MEASURE	AMOUNT BILLED
e.g. 01 SEPT 00 PORTLAND SATTAHIP 01A9					e.g. Ocean freight, Drayage at (name of city) Line-haul from origin Line-haul to destination, stuffing or detention	e.g. MT Each or Day	e.g. General Cargo, Vehicles or Reefer	Carry to two decimal places		

*Indicate container serial numbers by use of footnotes or by attaching a separate page

Figure 1 Sample Billing-Invoice

[illegible]

Figure 2 Standard Billing Detention Form (Page 1 of 2)

TYPE CONTAINER D=DRY;R=REEFER TYPE CHARGE: D = DETENTION, RM=REEFER MAINTENANCE CONTRACT AGREEMENT NO. TYPE REEFER MAINTENANCE CHARGE A = COLUMN A:B=COLUMN B TYPE LIQUIDATION DAMAGE CHARGE: ON-CARRIAGE; LS=LATE START TYPE DATE: JULIAN ORIGIN VESSEL NAME DESTINATION VESSEL NAME POD									
(l) DATE OF ON- CARRIAGE	(m) DATE ENTERED CNSTIVE STAGING	(n) DATE RELEASED CNSTIVE STAGING	(o) DATE OF ARRIVAL CONSIGNE	(p) DATE CARRIER NOTIFIED OF EMPTY	(q) DATE CARRIER P/U EMPTY	(r) NUMBER OF DAYS RETENTION	(s) NUMBER DAYS REEFER MAIN	(t) NUMBER DAYS REQ'D DAMAG	(u) TOTAL CHARGES
I CERTIFY THAT THIS INFORMATION IS CORRECT AND JUST AND THAT PAYMENT HAS BEEN RECEIVED _____ OCEAN CARRIER REPRESENTATIVE SIGNATURE PRINT ABOVE NAME AND ADDRESS OF OCEAN CARRIER.									

Figure 2 Standard Billing Detention Form (Page 2 of 2)

ATTACHMENT 7**PAST PERFORMANCE
REFERENCE INFORMATION SHEET**

<u>Complete name of Government agency, commercial firm, or other organization:</u>	
<u>2. Complete address:</u>	
<u>3. Contract number or other reference:</u>	<u>4. Date of Contract:</u>
<u>5. Date work was begun:</u>	<u>6. Date work was completed:</u>
<u>7. Initial contract price, estimated cost and fee, or target cost and profit or fee:</u>	<u>8. Final amount invoiced or amount invoiced to date:</u>
<u>9a. Technical point of contact (name, title, address, telephone no. and email address):</u>	<u>9b. Contracting or purchasing point of contact (name, title, address, telephone no. and email address):</u>
<u>10. Location of work (country, state or province, county, city):</u>	
<u>11. Description of contract work (Describe nature and scope. Attach an explanation of any performance problems or other conflicts of any performance problems or other conflicts with the customer. Describe any litigation, pending, on-going, or completed. Use a continuation sheet, if necessary.):</u>	
<u>12. Current status of contract (choose one):</u>	
<input type="checkbox"/> <u>Work continuing on schedule</u>	<input type="checkbox"/> <u>Terminated for convenience</u>
<input type="checkbox"/> <u>Work continuing, behind schedule</u>	<input type="checkbox"/> <u>Terminated for default</u>
<input type="checkbox"/> <u>Work completed, no further action pending or underway</u>	<input type="checkbox"/> <u>Other</u>
<input type="checkbox"/> <u>Work Completed, routine administrative action pending or underway</u>	
<input type="checkbox"/> <u>Work completed, claims negotiations pending or underway</u>	

PAST PERFORMANCE REFERENCE INFORMATION
SHEET INSTRUCTIONS

Block 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.

Block 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.

Block 3. Insert any contract number or other contract reference used by the customer.

Block 4. Insert the date on which the contract came into existence.

Block 5. Insert the date on which you started to perform the work.

Block 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.

Block 7. Insert the price, estimated cost and fee, or target cost and profit or fee as it appeared in the original contract. If the contract included multiple, separately-priced items, add the individual item amounts and insert the total price, estimated cost and fee, or target cost and profit or fee.

Block 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.

Block 9a. Insert the name, title, address, telephone number, and email address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.

Block 9b. Insert the name, title, address, telephone number, and email address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.

Block 10. Insert the location(s) where the work was performed, including the country (if other than the United States) and the state or province, county (if applicable), and city.

Block 11. Describe the nature and scope of work. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the Synopsis/Solicitation. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer for which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance. Describe any pending, on-going, or completed litigation.

Block 12. Insert an X in the block next to the choice which best describes the current status of the contract. If you select the "Other" block, provide a brief explanation.

Addendum to FAR 52.212-1 **Instructions to Offerors – Commercial Items**

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VI. Rejection of Offers

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FAR 52.212-1Submission of Offers. Paragraph (b) is hereby amended as follows:Special Notes to Offerors:A. Written and electronic submissions are required in response to this solicitation.B. Proposals submitted by offerors will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or Final Proposal Revisions (FPRs).C. The Government reserves the right to incorporate all, part or none of the offeror's written proposal into the resultant contract.D. A Pre-proposal Conference will be held; the date, time, and location will be provided at a later date. ~~on August 15, 2002 at 0900 hrs Eastern Standard time. The location will be provided at a later date. Request written questions items for discussion relative to this conference must be submitted not later than close of business August 08, 2002. Fax-written questions or items for discussion responses~~ to the attention of Ms. Mary Young and Ms. Cathy Golden at (703) 428-3362 or 3363.**I. Submission of Offers**A. In response to this request for proposals (RFP), an offeror must mail or hand-deliver a written proposal in accordance with Part III of this section, titled Written Proposals, including all representations and certifications to the address listed in paragraph D1 of this section.B. The offeror must also electronically submit proposed rate offers, pro-forma schedules, vessel specifications using the Carrier Analysis & Rate Evaluation System, Service Module (CARE II SM). The CARE II SM is accessible through the Internet using the CARE II System Center Web Site at the Internet address listed in Section II, paragraph A.It is anticipated that the period of performance for this contract will be a one year base period with a one year option period. Upon the Government's decision to exercise the option CARE II SM data base or its successor will be made available with the most current shipper forecast for submission of option year pricing. It is anticipated that CARE II SM, or its successor, will be reopened on or about 18 August 2003. All rates offered must be submitted in accordance with the instructions specified in Section II of Addendum to FAR 52.212-1 Instructions to Offerors – Commercial Items.C. Offerors intending to respond to this solicitation must provide a written request for a CARE II user account in accordance with Section II, paragraph C. All of the information necessary to complete the electronic submission of the offer can be found at the Internet address listed in paragraph Section II, paragraph A. The data required to be submitted through the CARE II SM database in support of a technical capability determination consists of two (2) main sections:

1. Service Profile
2. Vessel Profile

D. The written and electronic proposal must be submitted to the addresses listed below and must arrive prior to 1300 hours (1:00 PM) Eastern Standard Time ~~18 Septem~~October 2002 and remain firm for 150 days. The written portion of the offer must be enclosed in a sealed envelope marked "Request for Proposal No. DAMT01-02-R-0066". The offeror's name and address should appear in the upper left-hand corner, and the envelope should be enclosed in a second envelope that must be sent to the address listed in below.

1. The written proposal must be sent to the Contracting Officer at the following address:

Military Traffic Management Command

Attention: MTAQ-JI (Mr. Craig Robinson)
Hoffman Building II, 200 Stovall Street, Room 12S45
Alexandria, VA 22332-5000
FOR DELIVERY ONLY TO ACQUISITION DIVISION

2. Any and all questions can be directed to:

Ms. Mary Young or Ms. Cathy Golden
Telephone number: (703) 428-2324 or (703) 428-2045
FAX number: (703) 428-3362/3
E-mail address: youngm@mtmc.army.mil; goldenc@mtmc.army.mil

E. If negotiations are conducted and Final Proposal Revisions (FPRs) are requested, each offeror will be notified by e-mail, fax, or telephone of the date and time. Each offeror must submit FPRs to the electronic and written proposal to the addresses listed above in Section D paragraphs 1 and 2.

F. Company facsimile number and email/internet address must be provided with all offers.

G. Submission of Rates. All rates offered must be submitted in accordance with the instructions specified in Section 2 below.

H. All offerors are required to submit their Standard Carrier Abbreviation Code (SCAC) with their proposal.

II. Electronic Offers

A. The electronic proposal must be submitted using the following Internet address:

<https://care2web.eta.mtmc.gov/care/caremain.asp>

The following Internet address may be used as a backup:

<https://care2web.eta.mtmc.army.mil/care/caremain.asp>

B. Care II Service Module Application Instructions

1. Carriers submitting an offer of service for any trade route are required to complete the forms contained in the CARE II SM. Instructions for this application can be obtained from the CARE II System Center Web Site.

2. Carriers must submit schedule, service, and vessel information on ocean service in the CARE II SM associated with each trade route for which rates are offered. Carriers should enter the service that provides the shortest transit the carrier is willing to offer between the origin and the destination.

3. Note that a rate offered with the value of "0.00" (zero) will be considered as "no charge" for service by the Contracting Officer.

4. All basic container rates, unless otherwise specified, are to be offered in dollars and cents per container (lump sum).

5. All basic breakbulk rates, unless otherwise specified, are to be offered in dollars and cents per measurement ton (MsT) of 40 cubic feet manifest measure, and apply on an FIO basis.

6. Changes to rate offers can be made to any Contract Rate Submission (*) as identified in the CARE II SM. The offeror must enter changes to offers in dollars and cents per MsT or per container or as otherwise specified, in the appropriate line item field. Offers may be changed until the offeror transmits the final proposal revision.

7. All reports can be printed using any local or network printer. The reports are formatted to fit on 8 ½" by 11" paper.

8. Carriers must immediately notify the Contracting Officer in the event difficulties in accessing the CARE II SM data is encountered. If carriers are unable to access the CARE II SM to enter the required data in sufficient time to be received by the Government by the date established for receipt of proposals, they may request authorization from the Contracting Officer to submit a hard copy containing the required proposal data. Offerors are advised that in the event submission of hard copies is authorized, timely submission of offers is still required in accordance with the terms of the solicitation. In the event both electronic proposal and hard copy proposal are received in a timely manner from the same carrier, the electronic proposal will take precedence.

C. Request For CARE II Service Module User Account.

The CARE II Service Module user account will consist of a User ID and Password, each unique to the individual offeror. The offeror is required to add its Standard Carrier Alpha Code (SCAC) to the list of information required to obtain a CARE II SM account. The Carrier Analysis & Rate Evaluation Service Module (CARE II SM) application will be provided only upon written request. Requests for the application must be submitted to the Contracting Officer in the following format:

(Company Name) hereby requests a user account(s) be establish to allow access to the CARE II System Center to facilitate the solicitation of proposed service offers under Request for Proposal No. DAMT01-02-R-0066.

Individual Name

Individual Name

(Signed by Authorized Company Representative)

Name of Company Representative

Title of Company Representative

Telephone Number:

FAX Number:

Email Address:

Upon receipt by the Contracting Officer of the request, the CARE II Service Module user ID and password will be made available to the requesting party within two (2) working days via facsimile or e-mail. Facsimile requests may be made to 703-428-3362 or 3363 to the Contracting Officer's attention. The CARE System Center can be accessed through the Internet at the Internet address identified in Section II, paragraph A.

- Hardware and Software Requirements

(1) The minimum hardware and software requirements for the operation of the CARE II SM application are:

- ☐ Pentium or higher processor
- ☐ Windows 98, Windows NT, or Windows 2000
- ☐ 64 MB RAM (128 MB recommended)
- ☐ 50 MB hard disk space
- ☐ Super VGA monitor with 800 x 600 resolution
- ☐ Microsoft Mouse or compatible pointing device

(2) In order to access the CARE II SM from the web, offerors must have internet access and the following minimum web browser specifications:

- ☐ Microsoft Internet Explorer 4.5 (Internet Explorer 5.5 recommended).
- OR
- ☐ Netscape Navigator 4.5 (Netscape Communicator 4.76 recommended).
- ☐ Browser must support 128-bit encryption for secure transmission of data

III. Written Proposals

In addition to the CARE II SM data required by paragraph 1 of this addendum, all offerors must submit written proposal material as described below in the quantities stated:

VOLUME I – Executed RFP Documents (Submit Original Documents)

VOLUME II - ~~General Section~~ Technical Capability Narratives (Submit 4 Copies)

TAB 1 – Designated Routes ~~and Specialized Customer Requirements~~

TAB 2 – Non-Designated Routes

VOLUME ~~IV~~II – Quality of Past Performance Information (Submit 4 Copies)

VOLUME ~~IV~~ – Subcontracting Plan (Submit 4 Copies)

NOTE: Pricing information is not to be included in offeror's written technical submissions. Pricing information is to be provided through CARES II SM as stated above in Section II, paragraph B. Instructions for submitting Volumes I – ~~IV~~ are as follows:

A. Executed RFP Documents (VOLUME I)

All offerors shall submit all documents requiring signature or completion by the offeror. Each offeror shall complete applicable fill-ins and signatures, and submit the original documents listed below. An authorized official of the firm shall sign the offer and all certifications requiring original signature.

1. Standard Form 1449, including acknowledgment of amendments, if applicable.
2. Clauses 52.212-3, Offeror Representations and Certifications – Commercial Items

B. ~~General Section~~ – Narratives of Technical Capability (VOLUME II)

All offerors shall be required to submit written narratives for evaluation of technical capability. Narratives must be provided to explain how their proposal will meet all requirements established in the solicitation. For routes/zones for which rates are offered, offerors will provide a narrative for each of the designated route indices at TAB ~~B2~~ ~~with~~ ~~Each narrative at TAB A and TAB B will not to exceed seven (7) pages in no smaller than 10-pitch font exclusive of graphs and charts. At TAB C, Only one submission of the narratives for Electronic Data Interchange, Management System/Approach, and Equipment are required and will be applicable to both the Designated Routes including the SCR, and Non-Designated Routes. The narrative at TAB C will not exceed 10 pages in no smaller than 10-pitch font exclusive of graphs and charts. The written technical proposal must demonstrate the offerors understanding of the requirements identified in the General Section of the Request for Proposals as well as the Specialized Customer Services Matrixees~~ ~~located at attachment 5 -12~~. Proposals should address the following topics:

1. Frequency of Sailings – Describe how the frequency of service described in Service Profiles for each route/zone will be maintained within consistent intervals to meet the ~~20% variance~~ performance standard prescribed by the contract. Provide an analysis of sailings by service string for each of the designated routes for the most current 90-day period prior to submission of proposals to show the average interval between sailings and the deviation.

2. Transit Time – Present an analysis to show the reliability of service on the designated routes in meeting scheduled arrival dates at OCONUS ports of discharge. Describe any recurring problems with port diversions and transshipment delays and actions taken to minimize future problems. Describe how compliance with Required Delivery Dates, ensuring cargo is lifted to the booked vessel, processing bookings in the quickest possible time, resolving documentation irregularities, maintaining good customer relations and advising of potential service disruptions will be accomplished.

3. Port Coverage – Present an analysis of the benefits of the offeror’s existing or planned port coverage in relationship to the General section to include use of alternate ports for breakbulk. Describe how feeder vessels including barges, transshipments and land landbridge arrangements will be used and managed to expand port coverage and the benefits to shippers in minimizing linehaul costs and transit times. Provide information concerning the carrier’s policy for establishing cutoffs and obtaining late gates to accommodate special requirements for selected shipments.”

4. Electronic Data Interchange – Present a ~~description n analysis~~ of the offeror’s ~~EDI~~ capability to satisfy the mandatory and optional ITV reporting and booking interface ~~EDI interface~~ requirements expressed in the solicitation, and the offeror’s plans and ability to meet the Optional EDI requirements. Contractors who do not currently have the capacity to provide specific mandatory event reports, or who are not able to provide mandatory event reports at specific ports or points, or who are not capable of providing reports within contract specified timelines, must provide a timeline describing when they will be able to fully meet reporting requirements for mandatory events, and provide a narrative describing how they intend to collect and report this information. are unable to provide any of these optional reports, must advise the CO in their proposal of the specific optional reports they will not provide during the period of the contract. No performance failures will be applied for any of the optional reports when this notification has been provided to the Government. Offerors must demonstrate that they have Trading Partner Agreements (TPA) in place, or submit the TPA as part of their offer, to comply with this requirement.

5. Management System/Approach - Describe the offeror’s management system and approach to ensure fulfillment of all contract requirements. The system/approach should address:

(a) The designation of customer service representatives to assist government shippers with day-to-day operational matters.

(b) How contract requirements will be made known throughout the offeror’s organization to include subcontractors to ensure operations are executed and management oversight is provided to comply with requirements and booking instructions.

(c) How the offeror will manage the quality of their performance is meeting performance standards, and work proactively with Government shippers to resolve potential problems.

(d) How the offeror will measure and document their organization’s fulfillment of contract performance objectives, and provide self-assessment reports to the Contracting Officer for all performance measures.

(e) How the offeror will support the objectives of the Quality Council.

(f) How the offeror will partner with the government to improve business processes and identify areas where cost efficiencies could be realized.

6. Equipment – Present an analysis addressing the offeror’s vessel capacity and suitability, and intermodal equipment inventory, quantity and age, and their overall capability to maintain equipment pools, meet space commitments and deliver cargo without loss/damage to meet contract delivery requirements.

DC. Quality of Past Performance Information (Volume III~~V~~)

1. The offeror should provide information that the Government will use to evaluate the quality of the offeror’s past performance. The information should be submitted to address all sections of the RFP for which prices are offered.

(a) On-time Delivery - An assessment of contractor’s performance to meet requirements of previous contracts with the government

(b) Quality of EDI data - An assessment of contractor’s performance to meet the EDI requirements of previous contracts with the government.

_____ (c) Consistency and reliability of service - An assessment of contractor's performance to maintain service per advertised schedules to include ports of call.

_____ (d) Loss of and/or damage to shipments - An assessment of shipments identified by the government as being loss/damaged for prior contracts with an explanation of how timely and completely the claims were resolved.

The offeror will submit a listing of not more than five (5) current or recent (within the previous three (3) calendar years) contracts or and/or customers, public or private for which the offeror has performed services similar in nature to the services described in this solicitation. The offeror should provide the name of the company or Government agency, points of contact and phone numbers for the entities listed. The Government may contact those organizations and individuals to verify information and/or gather additional information. Offerors may identify awards they have received from their commercial customers and professional/trade organizations as evidence of past performance for public and private organizations.

~~3.~~ Contractors awarded any CONUS mileage rates must provide proof of "PC*Miler" license. Upon receipt of this document, the Government will provide the file containing the port to point mileage described in paragraph B.3 (b) of the Rate Rules.

ED. Subcontracting Plan (Volume IV)

_____ 1. The offerors should note that the requirements of the Small, Small Disadvantaged, Woman-Owned Small Business, and HUBZone Subcontracting Plan Clause of FAR 52.219-9 (Oct 00), hereby invoked in this RFP requires the submission of a Subcontracting Plan.

_____ 2. Offerors should submit documentation reflecting their small business participation. Offerors that are not considered small businesses as defined by FAR 19.001, are required to submit a Subcontracting Plan with their proposals. The plan should be prepared in accordance with FAR 19.704. Offerors should address the following items in addition to the requirements of FAR 19.704:

_____ (a) Broadening Small Business Vendor Base – Describe efforts undertaken to broaden Small Business, Small Disadvantaged Business and Women-Owned Small Business active vendor base.

_____ (b) Description of Supplies/Services to be Subcontracted – Identify the types of supplies/services planned for subcontracting.

_____ (c) Development of Percentage Goals for Small Business- Please explain efforts you will take to meet the following subcontracting goals established for this solicitation:

- Small Business.....23%
- Small Disadvantaged Business.....5%
- Small Woman-Owned Business.....5%
- HUBZone Small Business.....2.5%
- Veteran-Owned and Service-Disabled.....3%
- Veteran-Owned Small Businesses5%

IV. Unsolicited Proposals

Offers of service not solicited by this RFP will not be considered. In the event it is deemed necessary to solicit additional offers of service at a later date, solicitation may be limited to those carriers which respond to this RFP.

V. DATA, CERTIFICATIONS AND SPECIAL CONTRACT REQUIREMENTS

_____ 1. If any vessels or space offered for service is offered pursuant to a space or slot charter agreement including those to be filed and approved under sections 4 and 5 of the Shipping Act of 1984, the vessel or space to be utilized will be identified with the applicable agreement.

_____ 2. To ensure compliance with the Cargo Preference Act (CPA) of 1904:

The Contracting Officer will obtain all relevant Ocean Common Carrier Service Contract Information (OCCSCI) from the Federal Maritime Commission for the purpose of compliance with the CPA.

VI. REJECTION OF OFFERS

The Government reserves the right to reject any or all offers in whole or in part.

VII. APPLICABLE TARIFFS

As specified herein, the offeror must submit with its offer information sufficient to allow proposal evaluators access internet web sites containing all effective commercial tariffs published by the offeror for all trade routes for which service was offered under this solicitation.

Addendum to FAR 52.212-2 Evaluation – Commercial Items

I. General Evaluation (Applicable to all offers including the General Section and Specialized Customer Requirements)

A. Contract awards will be made in accordance with the terms of FAR 52.212-2, "Evaluation – Commercial Items" and the provisions contained herein. All rates will be examined for price reasonableness in accordance with FAR Part 15. Overall, evaluation of the area of price will be considered less important than the combined technical factors.

B. Proposals submitted in response to this Request for Proposal under the General Sections and the Specialized Customer Requirements section must demonstrate the offeror's technical capability to provide the services on all route indices for which it offers rates.

C. The Government reserves the right to reject any offer of service on those route indices or route zones (where applicable) where the Government determines that the technical capability to serve the route index or indices as stated in the contractor's offer is less than the carrier's service offered commercially.

D. The Government reserves the right to reject any offer in whole or in part under this RFP that does not comply with the material requirements of this solicitation. Failure to comply with any of the material requirements of this solicitation, including submission of all applicable representations and certifications may be determined to be grounds for the Government to reject offers as technically unacceptable.

E. U.S. Flag Service offers will be evaluated for compliance with the Cargo Preference Act of 1904 (10 U.S.C. 2631, as amended.) Evaluation of Voluntary Intermodal Sealift Agreement priorities will be in accordance with paragraph II below.

F. The Government may accept some or all rates or services initially offered, without discussion of those rates or services. If negotiations are conducted, they may be limited to certain rates or service specifically identified in writing by the contracting officer to the offerors. Thereafter, offers will be notified of the close of negotiations and the opportunity to submit a final proposal revision (FPR).

G. Different sections of this contract will be awarded using the Low Priced-Low Price Technically Acceptable with a tradeoff between price and past performance (LPTA) (non-designated routes) or the Best Value (BV) approach. (designated routes) See Sections III and IV for evaluation applications).

II. Voluntary Intermodal Sealift Agreement (VISA) Priorities (Readiness) Evaluation

Offers responsive to this solicitation submitted that are determined to have the required technical capability will be grouped into the Voluntary Intermodal Sealift Agreement (VISA) participant categories for each trade lane and SCR. VISA participant categories are the prioritized order for utilization of commercial sealift capacity to meet DoD peacetime requirements. Specifically, the categories of priority of vessel capacity offered to perform these services in order from highest priority to lowest priority are as follows:

A. U.S. Flag vessel capacity operated by a VISA "Participant" that has made a current, minimum commitment of its U.S. Flag vessel capacity to Stages I, II and III of VISA or that has made a current, minimum commitment of its Jones Act capacity (capacity exclusively engaged in the domestic trades) to Stage III of VISA and a current, minimum commitment of the remainder of its U.S. Flag vessel capacity to Stages I, II and III of VISA or, with regard to an offer for a long-term charter to DoD, that has made a current, minimum commitment of its U.S. Flag vessel capacity to Stage III of VISA. The U.S. Flag Vessel Sharing Agreement (VSA) capacity of such a Participant also is grouped in this category of priority.

B. U.S. Flag vessel capacity operated by a VISA "Participant" that has made a current, minimum commitment of its U.S. Flag vessel capacity to Stage III of VISA and the U.S. Flag Vessel Sharing Agreement (VSA) capacity of such a Participant.

C. U. S. Flag vessel capacity operated by a non-Participant.

D. Combination U.S./foreign flag vessel capacity operated by the kind of "Participant" described in paragraph a above and the combination U.S./foreign flag VSA capacity of such a Participant.

E. Combination U.S./foreign flag vessel capacity operated by the kind of "Participant" described in paragraph b above and the combination U.S./foreign flag VSA capacity of such a Participant.

F. Combination U.S./foreign flag vessel capacity operated by a non-Participant.

G. U.S. owned or operated foreign flag vessel capacity and VSA capacity of the kind of "Participant" described in paragraph (a) above.

H. U.S. owned or operated foreign flag vessel capacity and VSA capacity of the kind of "Participant" described in paragraph (b) above.

I. U.S. owned or operated foreign flag vessel capacity or VSA capacity of a non-Participant.

J. Foreign-owned or operated foreign flag vessel capacity of a non-Participant.

Other parts of the general evaluation process may begin with offers, if any, in the highest category of priority and proceed to the next lower priority category only as necessary to make awards that meet the government's legal obligations under this solicitation and that fulfill the Government's anticipated transportation requirements.

III. ~~Low Priced Low Price~~Technically Acceptable Evaluation with Basis of Award Based on a Tradeoff Between Price and Past PerformanceFactors-Applicable to the General Section Non-Designated Routes

A. The basis for award for the Non-Designated Routes will be to the ~~Low Priced Low Priced~~ Technically Acceptable Offer. Factors 1 and 3 will be evaluated on a pass/fail basis. - Factor 2 will be evaluated on a Pass, Fail, or Neutral basis. Price will be evaluated for fairness and reasonableness. Award will be made to the proposal(s) determined to be technically acceptable with the lowest proposed prices in rank order up to the projected requirements including both service and capacity. For each non-price evaluation factor, further information on specific matters to be considered can be obtained by reference to corresponding paragraphs in the Instructions to Offerors.

1. FACTOR — ~~Technical Service~~ Capability

Determination of technical capability will be based on the evaluation of data submitted by each offeror with their proposal that demonstrates the offeror's ability to successfully accomplish all contract requirements applicable to the routes for which service is offered.

2. FACTOR - Quality of Past Performance

Past performance will be evaluated as part of an offeror's ability to perform the requirements of the contract, and is separate from the responsibility determination required under FAR Subpart 9.103.

3. FACTOR - Subcontracting Plan

All offerors will be evaluated in order to determine the extent of their small business participation as a technical evaluation factor for the General Section proposals.

4. FACTOR – Price - See Section V. A.

B. Award - Multiple awards will be made for non-designated routes although the minimum guarantee will be limited to one FEU or one MsT for each carrier awarded rates on each of the trade routes.

IV. Best Value Evaluation Factors Applicable to the General Section General Section Designated Routes and Specialized Customer Requirements Section

The following information is applicable to the solicitation sections evaluated using a best value analysis.

A. Relative Order of Importance Terminology. An evaluation of all offers will be made in accordance with the criteria set forth below. Evaluation criteria consist of factors and subfactors. In order to provide the offeror with an understanding of the significance assigned by the Government, the criteria are assigned a relative order of importance. The following terminology is used:

1. Significantly More Important. The criterion is substantially more important than another criterion. Criterion is given far more consideration than another criterion.

2. More Important. The criterion is greater in value than another criterion, but not as much as a significantly more important criterion. Criterion is given more consideration than another criterion.

3. Equal in Relative Importance. The criterion is nearly the same in value as another criterion; any difference is very slight.

B. The Government will award a contract(s) resulting from the Best Value portion of this solicitation to the responsible offeror(s) whose offer(s), conforming to the solicitation, will be most advantageous to the Government, price and other factors considered.

~~31. Relative Order of Importance of Factors Of the four evaluation factors, the Technical Capability factor is more important than the Quality of Past Performance factor or the Subcontracting Plan factor. The Quality of Past Performance factor is more important than the Subcontracting Plan factor. Collectively, the non-price factors are significantly more important than the Price factor.~~

~~4. Award Multiple awards will be made on the designated outbound routes from CONUS in the General Section. Cargo allocation among carriers providing U.S. Flag service will be based on the best value ranking of offers and trade-off analysis on each route and/or zone as First Best Value (1BV), Second Best Value (2BV), and Third Best Value (3BV), etc. For two contractors on a specific route, 1BV will be determined, with the remaining cargo allocated to the second carrier. In all best value trade-off analysis awards even the lowest rated offeror will be awarded sufficient cargo to ensure full compliance with FAR 16.504(a)(2), i.e., more than nominal quantities and economically viable revenue based to support any accepted service.~~

C. Evaluation Factors Applicable to the General Section Designated Routes and Specialized Customer Requirements Section

1. ~~A~~The basis of awards will be made to the proposal(s) determined to be the most beneficial to the Government using a tradeoff (i.e., best value) process, with appropriate consideration given to the that following four (4) evaluation factors and their subfactors. For each non-price evaluation factor, further information on specific matters to be considered can be obtained by reference to corresponding paragraphs in the Instructions to Offerors.

(a) FACTOR - Service Capability SUBFACTORS

(i) Frequency of Sailing

Frequency of sailings as specified in each SCR by route/zone.

(ii) Transit Time

Transit time as specified in each SCR by route/zone.

(iii) Port Coverage

Availability of service from United States ports with either direct vessel calls or use of alternate ports for breakbulk to efficiently meet projected shipping requirements while minimizing the time between origin cut-off and vessel sailings.

(iv) Equipment

Sufficient equipment to meet all projected movement requirements and to adequately safeguard and protect cargo from loss and damage.

(v) EDI Capability

Offeror's capability to provide all the required EDI transactions/event reports as described in the solicitation, to include the optional events for EDI 315 status reports.

(vi) Management

Management of movements to respond to problems and queries on a timely basis by personnel knowledgeable with DOD business, provide advice to improve service, proactively manage DOD shipments to identify potential problems and to provide performance feedback.

(b) FACTOR - Quality of Past Performance

SUBFACTORS

(i) On-Time Delivery

The carrier's performance in meeting the delivery standards of previously held customer service/commercial contracts for time definite standards, as well as standards for line-haul to the port of embarkation, ocean transit from POE to POD and on-carriage from POD to final destination.

(ii) Quality of EDI

The quality and timeliness of EDI transactions as required by previous contracts.

(iii) Consistent, reliable service

Frequency and severity of each documented failure, and the impact on the shipper of such failures. Such failures may include but are not limited to, failure to spot empty containers, failure to lift cargo as book, not meeting vessel schedules or port rotations and not providing required reports to the Government.

(iv) Loss and damage

The percentage of cargo volume lost or damaged relative to amount of cargo shipped with the carrier and the timeliness of claims resolution.

(c) FACTOR - Subcontracting Plan

SUBFACTORS

(i) Broadening Small business Vendor Base

Efforts undertaken to broaden Small business, Small Disadvantaged Business and Women-Owned Small Business active vendor base. Description of efforts to provide small businesses an equitable opportunity to compete for subcontracts.

(ii) Description of Supplies/Services to be Subcontracted

The identification of the types of supplies and services planned for subcontracting.

(iii) Development of Percentage Goals for Small Business

The Government anticipates a small business goal of 10%; a small disadvantaged goal of 5%; and a women-owned business goal of 2%.

(d) FACTOR - Price - See Section V. B.2. Relative Order of Importance of Sub-Factors within Factors:

a. Service Capability – Service Capability subfactors (i), (ii) and (iii) are equal in importance, and each is individually more important than subfactor (iv). Subfactor (iv) is more important than subfactors (v) and (vi), which are equal in importance.

b. Quality of Past Performance – Quality of Past Performance subfactors (i) and (ii) are equal in importance and each is individually more important than subfactor (iii). Subfactor (iii) is more important than subfactor (iv).

c. Subcontracting Plan – Subcontracting Plan Subfactors (i), (ii), and (iii) are equal in importance.

3. Relative Order of Importance of Factors – Of the four evaluation factors, the Service Capability and Quality of Past Performance are equal in relative importance. Individually, Service Capability and Quality of Past Performance are considered more important than the Subcontracting Plan. Collectively, the non-price factors are significantly more important than the price factor.

4. Award (General Section Designated Routes) - Multiple awards will be made on the designated outbound routes from CONUS in the General Section. Cargo allocation among carriers providing U.S. Flag service will be based on the best value ranking of offers and trade-off analysis on each route and/or zone as First Best Value (1BV), Second Best Value (2BV), and Third Best Value (3BV), etc. For two contractors on a specific route, 1BV will be determined, with the remaining cargo allocated to the second carrier. In all best value trade-off analysis awards even the lowest rated offeror will be awarded sufficient cargo to ensure full compliance with FAR 16.504(a)(2), i.e., more than nominal quantities and economically viable revenue based to support any accepted service.

45. Awards (Specialized Customer Service Requirements Section) - Multiple awards will be made for SCR rates by route/zone index each SCR. In all best value trade-off analysis awards, the lowest rated acceptable offeror will be awarded sufficient cargo to ensure full compliance with FAR 16.504(a)(2), i.e. more than nominal quantities and economically viable revenue based to support any accepted service. All carriers receiving an award for a contract line item as the BV1 carrier will receive a minimum guarantee of cargo for the route/zone. The minimum for each carrier is a pro rata share of the total minimum guarantee of the route/zone for each the SCR section based upon each carrier's percentage share of the forecasted volume which is an aggregate of the subCLINs for which they were determined to be the BV1 carrier. Carriers will only receive a share of the minimum guarantee as the BV2 carrier when their BV1 share of the minimum cargo does not comply with FAR 16.504(a)(2). Minimum cargo guarantees based upon subCLINs awarded to a contractor on a trade route/zone will be awarded as an overall minimum cargo guarantee under that trade route/zone contract. For AAFES, DECA, and NEXCOM only, subCLINs will be awarded on an aggregate basis based upon a combination CLINs and subCLINs of CONUS origin distribution centers to a particular country. Separate awards will be made for each of the following trade routes/zones:

V. Price

All rates will be examined for price reasonableness in accord with FAR Part 15. The Government will not award a contract to any offeror proposing any rate that is not fair and reasonable in accordance with FAR 15.402 and 15.404-1.

The price evaluation will be divided into the General Contract Price Evaluation for Designated and Non-Designated Routes and the SCR Price Evaluation.

A. General Contract Price Evaluation – This evaluation will be performed in accordance with FAR 15.404-1, utilizing the Carrier Analysis Rate Evaluation Service Module (CARE SM) and will be based on the following sub-factors:

1. Ocean Rates

a. Ocean Rates (container/breakbulk/interport service). Each separate individual inbound and outbound route (including interport routes), each route within a zone, and each route between zones is considered to have market conditions and DoD requirements unique to that route. Therefore, the determination of fairness and reasonableness of offers will be a separate determination for each individual route. However, a comparison of rates between certain route indices may be made because of similar conditions or services to a particular destination, or because of application to more than one route.

In addition to evaluation under FAR, Part 15, U.S. Flag Service offers will be evaluated for compliance with the Cargo Preference Act of 1904 (10 U.S.C. 2631, as amended). A rate will not be considered for award should the Procuring Contracting Officer (PCO) determine that the rate exceeds charges to private persons for carriage of like goods, pursuant to the Cargo Preference Act of 1904 (or other law or regulation).

b. Inland, Drayage and Accessorial Rates

Rates for inland, drayage, accessorial charges, and miscellaneous services will be evaluated for price reasonableness based on price analysis as defined by the FAR Subpart 15.404-1. Certain services are considered to be subject to market conditions or DoD requirements, which are unique to a particular route or zone within a route. Therefore, a comparison of rates between certain Route Indices or zones within a route may be made because they have similar market conditions or services to a particular destination or because of application to more than one route.

B. Designated Route Evaluation – Price evaluation for each CLIN will be based on the total estimated price as computed below. This will not preclude or limit the Government’s right to utilize other methodologies as prescribed in FAR 15.404-1. The CARE SM will be utilized by the Government to assist in the evaluation of the price proposals.

The Government will compute the total price of an offer for a particular CLIN in the following manner:

1. The total price of each sub-CLIN will be computed separately by multiplying the proposed price by the estimated volume. For sub-CLINs where volumes are not specified, the computation will be based on one (1) FEU or MsT as appropriate.
2. The Government will evaluate the offeror’s prices at the CLIN and the sub-CLIN level to determine price fairness and reasonableness.
3. The Government reserves the right to award by Sub-CLIN or CLIN based on best overall value to the Government.

The Contracting Officer will not consider an offer to be fair and reasonable, if an offeror’s Best Value offer contains rates higher than the highest commercial service contract rate; or that are clearly and substantially in excess of the rates stated in comparable commercial service contracts to which the offeror is party, for the same trades and similar services.

C. Option Year Price Evaluation - Upon written notification of the Government’s intent to exercise the option period, the CARE II SM with the most current shipper forecast for the option period will be made available for the submission of option year pricing. Proposed rates will be evaluated and discussed as necessary IAW FAR 52.212-2. During the option period, the Government will not make any distinct BV1/BV2 assignments as previously identified in the base period. Ordering Officers will make contemporaneous BV analysis for the selection of a carrier for each booking based on a trade off of all non-priced factors and the associated option year prices.